

No. 10383

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Circuit Court of Appeals

For the Ninth Circuit.

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2348

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

THOMPSON PRODUCTS, INC., a corporation,

Respondent.

Transcript of Record

In Three Volumes

VOLUME III

Pages 981 to 1330

Upon Petition for Enforcement of an Order of the National
Labor Relations Board

FILED

MAY 14 1943

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Upon Petition for Enforcement of an Order of the National
Labor Relations Board

(Testimony of Clarence L. Millman.)

RESPONDENT'S EXHIBIT No. 1-WW

January 29, 1942.

Correction for minutes of the Labor Relations meeting held January 8, 1942.

Investigation revealed that the errors made by Mr. George Durand were of a minor nature, and the minutes of this meeting are hereby corrected, deleting the word "expensive errors" and substituting "minor errors".

/S/ P. D. HILEMAN

For The Company

/S/ IRVIN HESS

For the Alliance

Minutes of a meeting held at 2:30 p. m., Thursday, January 8, 1942, between the Committee of the Pacific Motors Parts Workers Alliance and the Management representatives.

Mr. W. I. Metzger was introduced as a guest of the Management and Mr. O. P. Wright was introduced as a guest of the Committee.

Mr. Millman suggested that Mr. Hess open the meeting since he had several things on this list, and Mr. Hess replied Mr. Sterbens felt it was rather unfair to him to have to furnish his own gloves since he had doubled production on the torch hardening job since taking it over. Mr. Kearns took exception to Mr. Sterbens' remark concerning doubling production, and Mr. Hess replied that the production rate had been 400 pieces when Mr. Sterbens started and was *not* 800 pieces. Mr.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)

Kearns replied that the standard on this job had always been 600 and that Mr. Sterbens had not doubled the production. Mr. Hess remarked that Mr. Sterbens had kept a check on the number of gloves used and in 26 working days he had used 29 pair of gloves. These gloves were purchased by Mr. Sterbens at a cost of 32c a pair. Mr. Hileman commented that Mr. Bebb had done this work back in 1936 and asked Mr. Bebb what he thought about it. Mr. Bebb stated he had done 600 pieces at that time and had not worn any gloves, merely because it had not occurred to him to do so. However, Mr. Hileman suggested that a study be made of the jobs requiring gloves, and on those jobs where gloves wear out quickly it might be that the company can furnish them if they are absolutely necessary. He definitely stated that we would not go back to the old system of furnishing gloves for everyone and that if we decided on a plan of furnishing gloves when necessary, the privilege must not be abused.

Mr. Hess then referred to Mr. Wright and asked that his job of Aircraft Stem Grinding carry the same rate as the Cylindrical Grinding. Mr. Kearns stated he had talked to the Foreman on this subject and it was the general opinion that the job was worth as much as the Cylindrical Grinding. He remarked that Mr. Wright had done considerable pioneering on this work and had done a good

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)
job. Mr. Millman observed that these things had been considered when the Aircraft Stem Grinding rate had been set some months ago, and that it was decided since the stem grinding job was repetitive and the Cylindrical grinding was of a greatly varied nature, this job should not carry the same rate, although it should be higher than the special grinders. Mr. Millman asked Mr. Kearns if he felt skill on these two jobs were equal and Mr. Kearns stated he did. Mr. Hileman reminded Mr. Kearns he had reversed his position and Mr. Kearns agreed but he still believed the rate *justifiable*. It was agreed then by Management that a rate of \$1.11 be set on this Aircraft Stem Grinding job and a rider would be attached to the contract.

Mr. Hess then suggested that the Thread Grinder rate be raised to \$1.01, the same as Special Grinder. He remarked that Mr. Paul Miller believed the type of work being done by our Thread Grinders required as much skill as the Special Grinders and rates should be equal. At this point Mr. Miller was called into the meeting, and upon being questioned, stated he did believe the jobs were equal. He was asked if they were considered so in the Cleveland Plant, and replied that they were not since the thread grinding work there was more or less mechanical and was not as varied as our work in this plant. Mr. Hileman asked the Committee if they would grant Management a few days in which to consider this problem, and re-

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)
minded them that we were expecting a lot of thread grinding jobs with a Class 4 fit, and if our rate on this work was too high we would lose the orders. He agreed that by the next meeting a decision would be made on this subject.

Mr. Hess then asked that some form of heating system be placed in the lunch room so it would be more comfortable for employees. Mr. Millman replied that plans were made for canvas drops to be placed on the two walls which are not screened in. He pointed out that canvas was preferable to glass in that it could be raised during the hot days in the summer to allow for ventilation. He informed the Committee it was contemplated placing two oil drum heaters in the lunch room. It was not desired to put new, expensive heaters there because of the dampness which would cause them to deteriorate rapidly. Management informed the Committee heat would be installed in the lunch room as soon as possible but there was no point in installing heaters until the canvas could be placed in position, and it would probably be sometime before this could be done due to lack of available material.

Mr. Overlander then brought up the subject of Mr. George Durand in the Toolroom, who felt he should receive more money. Mr. Kearns reported that he had talked to Toolroom Superintendent Schindler regarding Mr. Durand, and Mr. Schin-

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)

dler did not feel he was worth more money at this time. The majority of his work was satisfactory, but a number of expensive errors had been made by Mr. Durand and he was put on the coppers because this was not as exacting a job as some of the other die work. Mr. Overlander said he understood Mr. Durand had been placed on the coppers because a former employee, Mr. Tappey, had not been able to do this job satisfactorily. Mr. Millman stated Mr. Durand had primarily been placed on this job because Mr. Tappey had continually asked for day work and it was felt that he and Mr. Durand could alternate, thereby giving them both an opportunity to work some days. Mr. Kearns expressed surprise that this subject had come up since it had been three weeks or so since he and Mr. Schindler had discussed it and Mr. Durand should have been informed. Mr. Overlander replied he was not sure, but he thought Mr. Schindler had done so. Mr. Millman then telephoned Mr. Schindler, who replied he had notified Mr. Durand of his decision several weeks before.

Mr. Millman then told the Committee that the Management had been considering setting a rate for Class B. Toolmakers this rate to carry a top of \$1.17, which is two cents higher than the minimum rate for Toolmaker Class A. He pointed out to the Committee the obviousness of the fact that tool making was a job which was not learned in

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)
a few months time, and as soon as a man was moved from the Die Department into the Tool Department he immediately began to demand the top rate for Tool Makers. It is against the Management's policy to hold any man under the top rate for too great a period, unless he is an exceptional case, and it was believed that more personal satisfaction would be held by the employees if an intermediate rate were established between the Die Department and the Tool Maker Class A. This suggestion being agreeable to the Committee, it was decided to attach a rider to the contract.

Mr. Overlander then brought up the case of Mr. Moretz, who has the supervision of the die makers, and asked if Mr. Moretz was getting more money for this increased responsibility. The question had been brought up when the men working under Mr. Moretz were due for an increase. Mr. Millman stated that the Management had considered giving Mr. Moretz the set-up rate since this department will be increased and his responsibility will be greater.

Mr. Hess referred to the amount of time required by the Committee for listening to the complaints of the individual members, and stated considerable production time was taken for this reason. Mr. Millman replied he knew far too much time was being spent by Committee Members and employees in talking over their business during hours which should be spent on production and

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)
that something must be done about this. Mr. Hileman suggested that the Committee appoint one man each day to hear complaints at a set hour, after working time. He stressed the fact that time spent during working hours must be spent on production and not on Union business.

Mr. Hess then brought up the subject of overtime for hours worked on Saturday, January 3, 1942. Mr. Hileman informed the Committee that only forty-eight hours had been worked in that week and the eight hours overtime had been paid at double-time rather than time and one half and he was unable to see any logical reason for the Committee or anyone else expecting the Company to pay overtime at time and one-half for Saturday in addition to the double time they had received for the eight hours overtime. It would mean, of course, that the company would be paying two and one-half times the regular hourly rate for eight hours overtime worked in that week. Mr. Hileman asked if there was anything in the contract that specified they should be paid at this rate, to which Mr. Hess replied, no, but there was likewise nothing in the contract which said they should not be paid at this rate. Mr. Hileman asked if any other plant had paid this item, to which Mr. Baldwin replied that the Douglas Plant had.

Mr. Baldwin stated he felt the double time for New Year's Day was extra compensation paid for

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)

that holiday and should not be considered when computing the regular overtime rate for the week. Mr. Smith stated he had called the National Labor Relations Board on this point, and Mr. Sargent there had told him while this was out of their line, he privately, was of the opinion this should be paid. Mr. Hileman remarked this was one man's opinion, and the company could see no reason legally or voluntarily why this extra overtime should be paid. It was pointed out to the Committee that if this were paid it would mean that for the eight hours worked over the regular forty hour work week for that week, the rate of pay would be two and one-half times the regular rate. Mr. Millman stated that such a situation occurred every week with the employees who worked on Sunday, and it *was* apparently has never occurred to anyone that their Sunday work should be paid double time as well as time and one-half, since the subject has never come up before. The Committee was asked what they felt should be paid if New Year's Day had fallen on Sunday and we had worked. The Committee replied that double time is all that would have been expected; whereupon Mr. Millman pointed out that if the same reasoning was used in that case as now, they should expect the company to pay four times the regular hourly rate for New Year's Day had it been Sunday. Mr. Smith stated if the afternoon crew had known the company was not going to pay double

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)
time and time and one-half for the extra eight hours worked in that week, they would have held out for the two hours which they unanimously waived; which evoked the comment from Mr. Hileman that it apparently was a case of "patriotism at a price." Both Mr. Hess and Mr. Smith stated that ninety percent of the employees in the shop felt both time and one-half and double time should be paid, and Mr. Hess suggested it be paid this time but a rider to the contract be attached clarifying this point. The Management was agreeable to a rider and one was suggested, but would not agree to pay the additional time and one-half for this one time. The Management did not feel a rider was necessary but in order to clarify this subject the following rider was suggested: "An employee shall not be paid both daily and weekly over-time for the same hours worked". The Committee preferred to consider this for a few days before making a decision.

Mr. Hess asked if it was true the Government would repay the company for extra expense of overtime work, to which Mr. Hileman replied that so far the Army had informed us we were to furnish them with a list of the expenses incurred by blacking out the plant and we would be paid "in due time" which might mean several years from now.

Mr. Hess asked if it was possible the plant would go on a seven day basis. Mr. Hileman stated

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)
this was possible but we preferred not to do this since experiments in England and Germany both had proven that after a man has passed the fifty hour mark in a week's time the efficiency and morale drop so sharply that a fifty-six hour week is not advisable. If we were forced to resort to a seven day week, it would probably mean some sort of a staggering of shifts, allowing every man one day off sometime during the week.

Mr. Smith again brought up the subject of learners and remarked no provision was made in the contract for them and some misunderstanding was in the minds of these men regarding their increases. Mr. Millman again explained that a learner was not considered a permanent employee until he was transferred from the learner basis to the machine shop, at which time his number was changed and he was placed on the permanent payroll. His seniority, as far as advancement in wages was concerned, dated from that time. However, Mr. Millman agreed to prepare a rider for the contract and also remarked he would draw up an agreement which would explain this situation, to be signed by all new learners. He believed the men who were hired as learners failed to understand this situation even though he tried to explain it as clearly as possible. The usual thought in the mind of a new man is "I have a job", and the other information that is given to him at that time is more or less lost in the excitement of the new

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)
job. He believed that an agreement listing the procedure for learners would clarify the situation.

Mr. Millman brought up the subject of men arriving late to work, and pointed out that a man who checks in his time card at three minutes after seven, or the beginning of shift time, will probably be from five to ten minutes late getting onto the job since he must visit the locker room before reporting to work. Mr. Millman informed the Committee the Accounting Department had been overlooking the late arrivals and crediting them with the full eight hours worked, but if the practice continued a man would be docked fifteen minutes every time he was late. The Committee was reminded that our time is figured on fifteen minute basis and the company could deduct fifteen minutes when an employee checks in late. However, we had not wanted to be this strict and had hoped the employees would appreciate this fact and make a concerted effort to report on time.

Mr. Millman then brought up the subject of the new Boromatic machine and stated the machine had been here a couple of months now and studies made by the Time Study Department indicate a rate of 97¢ an hour was equitable. Mr. Hess replied this would be all right with the Committee, but if this machine was worth 97¢ an hour, it was felt the Thread Grinders were worth more. Mr. Kearns disagreed because the Boromatic op-

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)
erates to three-ten thousandths while the Thread Grinders have three and one-half thousandths tolerance.

Mr. Kearns warned the Committee about the visiting and talking that is going on in the shop during production time, and warned them if this continued it would be necessary for the company to issue a ruling that permission must be received from the Foreman before a man would be allowed to leave his machine for any reason.

Mr. Fary also brought up the subject of the identification badges which should be showing on the employee's outer clothing when he comes through the gate. There are times, especially when a man is almost late, when they have to dig into their pockets or inside clothing to produce their badges, and such a procedure will probably make them late when punching in.

Mr. Millman asked the Committee what they would think of the idea of fingerprinting all employees. He stated that within a short time the Government would require this fingerprinting, and we were now about the only aircraft or aircraft parts manufacturer on the coast who were not fingerprinting their men. The Committee was enthusiastic in their approval of such a plan and Mr. Millman informed them plans are to be made for fingerprinting everyone within the next few weeks.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-WW—(Continued)

The subject of a different colored badge for each department was brought up by the Management and the Committee felt this would be a good idea since it would indicate at a glance where a man belonged, and if he was out of his department it would be immediately apparent. The thought behind Management's proposal was that the badges would be of a celluloid nature with a clip and carry only a department and individual number rather than the picture. When fingerprints are made an identification card bearing the employee's print and picture will be issued for identification.

Mr. Millman informed the Committee that furniture for the girls rest room had been ordered but it would probably be a week or more before receipt of same. On order is a couch, two arm chairs and a table.

There being no further business, the meeting was adjourned at 5:15 p. m.

/S/ P. D. HILEMAN

For the Company

/S/ IRVIN HESS

For the Alliance

RESPONDENT'S EXHIBIT No. 1-XX

Minutes of a special meeting called by the Management with the Executive Committee of the Pa-

(Testimony of Clarence L. Millman.)

cific Motor Parts Workers Alliance, at 3:30 p. m. Wednesday, February 4, 1942. Mr. Hileman was unable to attend. Mr. E. E. Dunn was introduced as a guest of the Committee.

Mr. Millman opened the meeting with the remark that he had called this special meeting to acquaint the Committee with several things which were coming up in the near future; the first being the nationwide change of time which was to take place February 9th. He informed the Committee it was planned to move our clocks ahead one hour at 11:00 p. m. Sunday night, and that the third shift employees would report at 11:00 p. m. standard time, which would really be midnight under the new war time. He explained by changing our clocks at this time we would then avoid any loss of production, which would happen if the time were changed sometime during the operation of the third shift. The Committee agreed that this was the preferable method of effecting the change of time.

Mr. Millman then announced a proposed vacation plan for this plant, touching upon the important subject of production and the efforts being made to avoid any loss of productive time. He informed the Committee the company was of the opinion that vacations should be taken and not worked for the good of the employees, but since we were in such an emergency it was very likely that department heads or foremen would feel that some men could not be spared, and these men would be asked to forego their vacations and accept vacation pay. It was

(Testimony of Clarence L. Millman.)

proposed that vacation pay he held until December 1, 1942, at which time every employee entitled to a vacation and who had not received the time off, would be paid in cash the amount due him, based on his current hourly rate.

Mr. Smith asked if the men who preferred to work instead of taking their vacations would still have this option; to which Mr. Kearns and Mr. Millman both replied this decision would have to be made by the foreman.

Mr. Millman informed the Committee a questionnaire would be out within a few days informing each employee eligible for vacation how much was due him and asking for the time preferred.

Mr. Millman then informed the Committee plans were being made for a class in First Aid, to be conducted by one of our employees, Miss Catherine Minton, who is a certified First Aid Instructor. This class will be conducted in the lunch room two nights a week, probably Monday and Thursday and will consist of three hour classes for six weeks, or a total of thirty six hours. These classes will be open to employees and their wives who are interested, and it was urged that as many employees as possible take advantage of this course. At the completion of the course, all those people who pass it successfully will be issued the official Red Cross card and certificate.

Mr. Millman remarked also that permission had been granted the Air Raid Wardens in this locality to use the lunch room during the afternoons for

(Testimony of Clarence L. Millman.)

the purpose of conducting their own first aid classes. He pointed out men working the second shift would have the opportunity of attending these afternoon classes conducted by the Air Raid Wardens, and would receive the same certificates as those people attending the night classes.

Mr. Millman then informed the Committee that reports were being forwarded to his office daily showing the men who are habitually reporting late. These reports are being placed in the employees' personal records, and in the case of these men who are overdoing it, some disciplinary action will be taken. This notice was made merely as a warning to the members so they may take a little more care to report to work on time.

Attention was then called to safety films which were to be shown during the lunch hour on Friday, February 6th, in the new plant building.

Mr. Bebb asked that some attention be paid to the snagging wheel which was in a poor condition and which had broken on several instances recently, throwing sections of the wheel over an area of several yards. Mr. Fary informed the Committee that the Safety Committee had discussed this same subject at their last meeting a few days ago, and that plans had already been made to replace this snagging wheel as soon as one could be obtained.

Mr. Hess asked if employees on the third shift could be granted permission to take their thermos bottles of coffee on the job with them. They often had trouble keeping awake on this shift, and be-

(Testimony of Clarence L. Millman.)

lieved if they were allowed to drink their coffee on the shift they would have a better chance of remaining wide awake and on the job. Mr. Millman reminded the Committee that the thermos bottles would have to be opened for inspection at the gate if they were allowed to go into the plant, which would take several minutes more per man, and which would necessitate the men reporting for work earlier. Mr. Hess asked if the guard stationed outside the locker room could inspect these thermos bottles as the employees left the locker room; to which Mr. Millman agreed.

Mr. Baldwin brought up the subject of Mr. Max Rosenkrantz who was very much interested in getting a better job than that of janitor, which he now holds. Mr. Baldwin said he believed Mr. Rosenkrantz thought there was something being held against him personally, since he had not been advanced. Mr. Millman replied that he had talked to Mr. Rosenkrantz several weeks before and had told him that he was being considered for the next opening in the Steel Shed, but no one had been placed in the Steel Shed since that time, as the Committee was aware. Mr. Kearns reported there may be an opening in the Forge Department in the near future, and Mr. Rosenkrantz would definitely be considered.

Mr. Osborne asked that Mr. George McIntire, now operating the Flash Welding machine, be classed with the large electric upsetters. Mr. Millman replied that the flash welders had always been

(Testimony of Clarence L. Millman.)

classed with the small up-setters and that a 16c increase had been made in this rate on November 1st. At any rate, he could not agree to changing this rate until a thorough investigation of rates for like jobs in other plants had been made. Mr. Osborne remarked Mr. McIntire does the set-up work for both the flash welders, to which Mr. Kearns agreed.

Mr. Hess asked that Mr. Wm. Treff be classified as a Cylindrical grinder, to which Mr. Kearns replied he did not feel Mr. Treff was yet qualified to handle the varied amount of work on the Cylindrical grinders, and he believed Mr. Miller had informed Mr. Treff of this decision several weeks ago. However, he agreed to discuss the subject again with Mr. Miller and a decision would be made.

There followed a general discussion on the new draft regulations, in which Mr. Millman informed the Committee he was experiencing considerable difficulty in procuring extensions of Class 2 classifications, and the outlook was very unfavorable in that the Selective Service system was very carefully scrutinizing each Class 2 case and it was becoming increasingly difficult for employers to convince the Draft Boards that these men were indispensable. He remarked that the Selective Service system considered a man under 23 years of age could not very well be a key man because of his lack of experience. He also warned the Committee that it was very likely men with 3-A classification would be reclassified into 1-A, especially if their wives are working or capable of working. Mr. Millman told the group

(Testimony of Clarence L. Millman.)

that discussion was now in progress concerning an allotment plan whereby men with dependents taken into the service would allot a certain portion of their pay to their families, which amount would be equalled by the government. This would release men even with a wife and one child, for army duty.

There being no further business, the meeting was adjourned.

/s/ P. D. HILEMAN

For the Company

/s/ HOWARD BALDWIN

For the Alliance.

RESPONDENT'S EXHIBIT No. 1-YY

Minutes of a special meeting between the Executive Committee of the Pacific Motor Parts Workers Alliance and the Management of the West Coast Plant of Thompson Products, Inc., called for 3:30 p. m. Thursday, February 12, 1942. All members of the Committee and Management group were present, plus Mr. William Bright and Mr. Irvin Hess. Mr. Hess had asked to attend to represent Mr. Bright at the hearing.

Mr. Millman opened the meeting by asking Mr. Baldwin to state his reasons for calling the meeting. Mr. Baldwin said he did not feel the case against Mr. Bright as outlined in Mr. Millman's letter of February 9th, to the Executive Committee of the Pacific Motor Parts Workers Alliance, was suffi-

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-YY—(Continued)

cient reason for discharge, because of the general lack of information in the shop regarding the reasons for wearing badges. He asked what effect would be placed on the company if employees were not wearing their badges, and why this rule was put into effect. Mr. Hileman replied that the answer to this question should be obvious and he did not feel there was any excuse offered in this argument, since we had been wearing badges for a year and one-half, and everyone in the plant should have known by this time that it was a company rule and any case of an employee not wearing his badge was an infraction of the rule. Mr. Hileman informed the Committee that these were Army regulations which had been issued in March, 1940. Mr. Millman referred to the minutes of a meeting held on June 25, 1940, with the former Committee of the P. M. P. W. A., in which he outlined the reasons for the adoption of identification badges in this plant. Mr. Millman pointed out that it should have been obvious to Mr. Bright that this was a company ruling, since he had been here for some four years and during the year and one-half that we have been wearing badges he should have become aware of this rule.

Mr. Millman informed the Committee that they seemed to feel the reason Mr. Bright discharged was for one instance of not wearing his badge, but such was not the case, because several charges of failure to wear the badge had been reported, dating

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-YY—(Continued)
back to January 20, 1942, at which time the first report was turned into the Personnel Department.

Mr. Hess interrupted at this point to state that under the Union contract Mr. Bright had the right to recourse since he felt he had been unjustly discharged, and asked that Mr. Hileman be sole judge of the case. Mr. Hileman agreed that Mr. Bright did have right to recourse, but did not care to be the sole judge, and suggested that if an agreement could not be reached that arbitrators be appointed in accordance with the specifications of the contract.

Mr. Hess then produced a list which he had compiled during the day, of men who were not wearing their badges, and Mr. Overlander reported that he had come into the plant this morning without his badge, and that Mr. Bright had been admitted to the plant Monday morning without his badge.

Mr. Hileman, in order to review the case, remarked that Mr. Bright had appeared at the plant on Monday morning, February 9th, at 6:00 a. m., saying he had become confused with the time change, and had come to work an hour early. Mr. Hileman remarked that of all days in which a person would, in confusion, come to work early, this day was the least likely since it was the day the time had been changed, and the logical thing to do would be to report to work an hour late. Mr. Hess replied he believed he could answer for Mr. Bright's reason for reporting to work an hour early. He stated Mr. Bright had learned on Sunday that the

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-YY—(Continued)

C. I. O. had scheduled two meetings for our employees on Monday and that he had talked to Mr. Hess about it on Sunday. Mr. Bright had come to the plant early on Monday morning to contact the employees he knew who were to attend this meeting, and to attempt to talk them out of going. However, Mr. Millman informed the Committee Mr. Bright had told the guard he had become confused on the time and had come to work an hour early and asked to be allowed in the plant. The guard, wishing to let Mr. Bright in out of the cold, allowed him to enter the plant, but told him to remain in the locker room and not punch in his time card until 6:45 a. m. Mr. Bright interrupted at this point to say that the guard had said nothing to him about the locker room; whereupon Mr. Millman asked Guard Quillian to come to the Conference Room. Mr. Quillian reported that when Mr. Bright came to the gate with his story of having been confused and reporting an hour early, he had allowed Mr. Bright to enter so that he may come in out of the cold, had asked for his badge, which Mr. Bright had again left in his locker, and told Mr. Bright to procure his badge and bring it out to Mr. Quillian. Mr. Bright complied, but apparently this instance made no impression on Mr. Bright as he returned the badge to his pocket and was accosted a few minutes later in the plant talking to several employees, by Guard Lowe, who found him without his badge, told him to put it on, and reported the

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-YY—(Continued)
matter to Guard Quillian. Guard Quillian then entered the plant, found Mr. Bright and escorted him from the company property.

Mr. Bright stated these things were true, although he did not remember Guard Quillian telling him to remain in the locker room. He stated he did have trouble remembering his identification badge since he preferred to change from his working clothes to street clothes when leaving the plant, and was prone to leave his badge on his working clothes. He likewise stated he had been feeling ill and had the duties of his work on his mind and could not seem to remember to wear his badge.

Mr. Millman referred to the Monday morning incident and asked Mr. Bright why he had phoned back to the plant at 6:45 a. m., asking for Mr. Ballinger, and reporting to him that he had hurt his back and could not come to work that day. There had been ample opportunity for him to report to the Foreman that he would not be able to work while he was in the plant, and in any case, he could have asked for the Foreman or reported his inability to work to the guards, rather than calling Mr. Ballinger. Mr. Bright replied he realized the Foreman would be changing shifts at that time and he did not wish to bother them. Mr. Millman remarked that Mr. Bright was not having any back trouble when he returned to the plant at 1:30, although he reported that he was feeling bad.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-YY—(Continued)

Mr. Kearns asked Mr. Bright about the time he challenged Mr. Praed, the Timekeeper, to come out of the time booth and go outside with him on occasion of a disagreement. Mr. Hileman remarked that a man of Mr. Bright's age and stature was very much out of line in such a procedure considering the age of Mr. Praed. Mr. Hess stated that Mr. Praed was not feeling well and that the volume of work at the time booth was so great that Mr. Praed at times was inclined to be short or abrupt with the employees, and several employees had words with him. Mr. Hess asked Mr. Hileman if there were other complaints against Mr. Bright's work; to which Mr. Hileman replied there was not, that Mr. Bright's work was beyond *re-* reproach and the company had shown considerable confidence in him by considering him just about a month ago for a position as salesman with the Dallas, Texas, sales office of this company.

Mr. Millman referred to Captain Heliker's report of January 20th in which he stated the guards were having trouble with Mr. Bright regarding the wearing of his badge. Captain Heliker was called into the meeting at this time. He was asked by Mr. Hess how many times he would estimate he had had trouble with Mr. Bright on this subject; to which Captain Heliker replied he could recall four times on which he, himself, had reminded Mr. Bright of the necessity of wearing his badge. Mr. Hess asked if there were other employees in the plant with

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-YY—(Continued)
whom he had the same trouble. Captain Heliker replied there were some to whom he had spoken and to whom the other guards had spoken, but that none were habitual offenders such as Mr. Bright.

Mr. Baldwin asked how the Management could consider Mr. Bright's attitude bad when his work was satisfactory. Mr. Fary answered this question by stating that any man who disobeyed company rules, as Mr. Bright had done, could not have the right kind of attitude toward the company.

Mr. Hileman asked Mr. Bebb his opinion of the case and what should be done, but Mr. Bebb declined to express an opinion since he was not a member of the Committee, and was present only for the purpose of taking the minutes.

Mr. Hileman then asked Mr. Osborne, who admitted the charges against Mr. Bright but felt that the disturbance caused by his violation of rules would be a sufficient lesson to Mr. Bright were he reinstated. Mr. Miller stated he believed this was a misunderstanding and that Mr. Bright should be given another chance. Regarding the incident with Mr. Praed, he also verified Mr. Hess' statement that Mr. Praed apparently was unwell and was inclined to be a bit illtempered at times. Captain Heliker also spoke up to verify this statement, and remarked that the work in the time booth was of the nature that these employees were a bit harassed at times.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-YY—(Continued)

Mr. Millman asked Mr. Bright about the report of February 7th in which Foreman Earl Boyer stated he had reprimanded Mr. Bright for spending too much time in conversation at each machine. Mr. Boyer was called into the meeting at this point, and stated that Mr. Bright had been spending from ten to fifteen minutes at each machine, on that particular date, and since Mr. Boyer felt that was far too much time needed for checking a job, he had reprimanded Mr. Bright. Mr. Bright remarked he did not care to answer since his word was being disregarded and disbelieved. Mr. Millman replied that the management was only giving him a chance to defend himself since he felt he had been unjustly discharged.

Mr. Bright then stated that he liked to learn why things were going wrong on the various jobs, and to try to ascertain what could be done to prevent this happening again. Mr. Hileman asked him if he was making notes on these things; to which Mr. Bright replied yes, and he reviewed some of the notes. Mr. Hileman asked if these notes had been turned over to Mr. Kearns, and Mr. Bright replied no, they had been reported verbally to the foreman. Mr. Hileman stated that notes, no matter how valuable, would be of no benefit to the company if they were not turned in.

Mr. Baldwin suggested that Mr. Bright's practice of making notes on the job should indicate his interest in the company. Mr. Hess asked the manage-

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-YY—(Continued)
ment if they would admit that Mr. Bright was a good worker, to which Mr. Hileman agreed, but stated that Mr. Bright had indicated his attitude was not that of the kind of employee needed to put out the best possible production. Mr. Hess asked if the management had tried to change Mr. Bright's attitude, to which Mr. Millman replied that they certainly had. He amplified this statement by reporting that nearly a year ago, while Mr. Bright was still operating the Acme Lathe, he had come into the Personnel Office one morning, threw down his gloves and said he wanted his check, that he was no longer going to work for this company and he would have nothing more to do with Otto Guenzler. Mr. Millman talked to Mr. Bright, called in Foreman Guenzler and Foreman Roy Long, and settled this dispute satisfactorily.

A little later on in the year, an opening occurred for Floor Inspector. Mr. Kearns recommended Mr. Bright because of his experience in the plant, and the job was given to him.

Around the first of this year, when Mr. James Creek, salesman for the Dallas, Texas, branch, was looking for an assistant, Mr. Bright was suggested and seriously considered. This job would have been a definite advancement and quite an opportunity for Mr. Bright, but Mr. Hileman reported that when Mr. Bright took it upon himself to come in and discuss the matter, some of the things said by Mr.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-YY—(Continued)
Bright at that meeting convinced Mr. Hileman that Mr. Bright was not the man for this job.

Mr. Hileman then asked Mr. Millman what his opinion was of the case; to which Mr. Millman replied he thought perhaps it might be wise to consider all angles for a few days before making a final decision, and suggested that the management make a decision by Tuesday, February 17th.

Mr. Kearns remarked that the Company was not trying to single out any one person, and asked the Committee if they remembered some time ago an announcement on the Bulletin Board regarding the employees washing up ten to fifteen minutes before lunch time. The Committee all agreed and Mr. Kearns stated that had the company wished to fire anyone for a single offense, they could have fired twenty men in the past three months for this one thing, and quite a few were men who had been with the company five years or more.

Mr. Hileman asked Mr. Bright and Mr. Hess if they knew of any plant with the privileges enjoyed by this one. Mr. Hess replied he knew of none, and he sometimes felt the management was too lenient with the employees. Mr. Millman agreed and stated this was the reason the management was going to crack down a little more and enforce some of the regulations which had been overlooked in the past, including the early washing up and visiting on company time.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-YY—(Continued)

Mr. Hileman stated it was quite apparent that very few people in this plant are aware of the seriousness of the situation in which this nation finds itself at this time. He pointed out that the annual income for the nation was 90 billion dollars a year, but the government was now spending 200 billion dollars a year for armament. He remarked that the only way to raise this money was by the issuance of bonds and by taxation, and that the sale of bonds was money on which interest must be paid, approximately 3½%, and that this money must come from somewhere. As evidence of the apparent lack of interest of our employees in the seriousness of the war situation, Mr. Hileman referred to the First Aid Class which had been scheduled to have its initial meeting the night before, and to which only eleven people came.

Mr. Millman told the Committee that a decision would be *re* reached by Tuesday, and suggested the meeting adjourn.

There being no further business, the meeting was then adjourned.

/S/ P. D. HILEMAN,

For the Company.

For the Alliance.

(Testimony of Clarence L. Millman.)

RESPONDENT'S EXHIBIT No. 1-ZZ

Minutes of a meeting held between the Management representatives and the representatives of the Pacific Motor Parts Workers Alliance at 3:30 P. M., March 5, 1942. Guests of the meeting were Mr. Butcher and Mr. Wallace as temporary Committee man.

Mr. Millman opened the meeting with the statement that reports had reached the Management of certain union activity; namely, petitions, being circulated by various members of the Pacific Motor Parts Workers Alliance while attempting to perform their regular duties. He told the Committee the Management had no objection to any union business which might be conducted on the company property, but definitely would not tolerate any union activity on the company time. He pointed out to the Committee that the Company was paying these men for eight hours of productive work, and certainly did not expect the union members to conduct their business while receiving the company pay. He notified the Committee that the men whom the Management knew were doing this work had been told to cease and if it continued these men would be discharged at once. Mr. Baldwin replied that the Committee, too, had realized this should not be done and had taken steps to stop these men from circulating their petitions on company time.

Mr. Millman then informed the Committee that the Management had been advised by the Army

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)

Procurement Office that they wish to be notified of any people who were suspected of deliberately slowing down production. He told the Committee the company knew of several individuals who were deliberately slowing down, apparently not with the idea of delaying production on defense parts, but merely with the selfish thought that if they work a little slower there will still be work remaining to be done on Saturday, or possibly Sunday, at time and one-half or double time. He told the Committee no report had as yet been turned over to the Army, but the Management was well aware of the men who were conducting this slow-down campaign and that unless it stopped immediately, the Army would be notified and the company would not be responsible for what action was taken by Army officials. This notification to the Committee is to serve as a warning to these men and it is hoped no further reports of slow-downs will be forthcoming.

Mr. Hileman informed the Committee this plant was shortly to be inspected by Army officials—not with the thought of spying on our men, but merely a routine inspection to ascertain what type of work we are doing. The company enjoys an enviable record with Army officials of the Western Command, and it is due to the good name the company has for cooperation, both on the part of employees and Management, that the Army officials wish to make this inspection and acquaint them-

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
selves with the plant and the people working in it.

Mr. Millman then referred to the minutes of a previous meeting in which the Management had agreed to investigate flash welding rates in the community with a view toward possibly adjusting our own rates. He reported that three aircraft companies, Douglas, Vultee and North American, have flash welders which are used purely in an experimental way, and one company pays their man 95c an hour as a technical operator and set-up man. The three companies definitely stated that were they in production they would not consider a rate any higher than 90c. The aircraft industry, as a whole, considers flash welding under spot welding, which carries a rate from 75c to 85c an hour. One company flash welding heavy oil drums pays a top rate of 77c an hour after six months, but has an incentive bonus system which enables the operator to earn upwards to one dollar. However, as soon as all the data has been collected on what our flash welders can do and how fast, the company will begin to receive flash welding work from outside organizations, such as the larger aircraft plants, and because of the fact that the operator on this machine is in for complicated experiments in the near future, the Management is agreeable to increasing this rate to one dollar, but again impresses the Committee that it is out of consideration of the new work coming up that this increase is made and it is expected no further increase will be asked for quite some

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
time. The increased rate on this job will be effective March 16, 1942.

Mr. Millman then again referred to the minutes of a previous meeting concerning the electric truck. He reported an investigation of several different types of industries showed that a glass company paid 88½¢ for this work, aircraft companies paid from 60¢ to 80¢, a paper company 80¢, a metal trades company warehouseman 75¢, stockman 70¢. He pointed out our rate was now 86¢. Mr. Baldwin argued that the operators in other plants do not load their platforms but merely haul the loads from one spot to another, whereas, our truck operator does his own loading, is handicapped by the lack of clear passage-ways in some departments, and performs other work during the times he is not running the truck. Mr. Kearns replied this was reasonable since there was not enough work for a truck driver only. Mr. Millman asked the Committee if they felt this job was worth as much as a commercial grinder's job, and Mr. Baldwin replied that it was in its own way, because quite as much skill and knowledge was required to run this truck and to know where, when and how to transport the stock through the plant. He stated he was well aware of what operations truck operators in other plants do, and that in every case they have helpers who do the loading and stacking. Our trucker merely presses the button and guides the

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
truck to the designated spot. Mr. Hileman admitted the employee operating this truck was an exceptional man, and would be agreeable to setting a rate equal to that in the Cleveland plant, of 90c, but the management would expect the Committee to handle any complaints from other jobs which might arise. This rate was being granted only in view of the fact that the operator performed other jobs while not running the truck.

Mr. Millman suggested that a rate be set on a wiper for the flash welding room. He noted the fact that valves and steel must be wiped thoroughly clean before flash welded, and that it was now necessary for flash weld operators to take time out from their welding work and wipe off this steel, or else a man earning 90c or 95c an hour would be called to wipe this steel. He suggested setting a rate for wiping of 75c and hiring a man for this job alone. Mr. Baldwin replied this would be agreeable, but not if the flash welders were forced in slack periods to resort to doing some more unpleasant job in order to allow the wiper to continue working. Mr. Hileman asked if there was enough work for the flash welders to have a man steadily doing this work now; to which Mr. Kearns replied there was not, but all indications pointed to a greatly increased volume of work for our flash welders which would require a steady man on this wiping work. Management assured the Committee that it was only desired to have a rate set for this work so that no argument

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
would be had when it was necessary to hire a man full time. The Committee was agreeable to setting this wiper's rate of 75c.

Mr. Hileman remarked it was becoming increasingly necessary that the Management attempt to keep the costs down. He referred to recent letters which have been received from some of our biggest customers, the Commings Engine Company, General Motors Truck Corporation, Worthington Pump Company, etc., notifying the company that prices on Diesel Engine parts were frozen as of October 1, 1941. The Management was not notified of this until the early part of February. This means that regardless of the increase in our labor or material costs, we could not increase the price of our valves for Diesel Engines. Mr. Hileman produced a letter from the Waukesha Motor Company under date of February 6th, which says in part: "Under date of December 6, 1941, we received a letter from the Office of Price Administration, signed by Mr. Leon Henderson, advising us that there would be a meeting held in Washington during December to discuss prices of Diesel Engines. It also stated that prices were frozen as of October 1, 1941, until such time as this meeting was held, and requested that if any increases had been made since that date, that they be rescinded. This meeting was attended by Mr. DeLong, the President of our company, and myself, at which time the Office of Price Administration advised the manufacturers that prices would remain

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
frozen as of October 1, 1941". The letter further stated and concluded with "on future prices of any new parts or any specials that we may have it is necessary for us to establish these prices on the basis of October 1, 1941. We, therefore, would request that in any price quotations you make us on redesign, specials or new parts that you would *us* your costs data and method of estimating that you would have used on October 1, 1941."

Mr. Kearns then brought up the subject of the Douglas bolts which are now being turned on Warner and Swasy 3-A turret lathes, reporting that this was a simple job of turning the hex and radius and certainly not worth the 3-A turret lathe rate of \$1.01. He would like to set a rate of 91c and class this operation under Production Hand Screw Machines, except that it be performed on the Warner and Swasy 3-A. One of the new lathes which was recently received would be designated for this job and would do nothing else. Mr. Millman pointed out this was a case of saving the company some money and does not cut anyone out of any work because the 3-A operators would then be free from this tedious bolt work to continue on their bar stock production, which was a skilled job and worth more money. It is merely a case of classifying this one Warner and Swasy 3-A as a Production Hand Screw Machine because of the simple type of work done on it.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)

Mr. Butcher asked if this would be fair to other Production Hand Screw Machine operators, since this man, after a year's experience in running the Warner and Swasy 3-A, could be classified as a skilled turret lathe man. Mr. Kearns replied he certainly would not be considered a skilled operator since he would be doing only one job and one set-up. The other operators of the Warner and Swasy #3 machines do a varied type of jobs and are versatile in their set-ups. This was merely a case of a Production Hand Screw Machine operator running a Warner and Swasy 3-A. The Committee was agreeable to this rate as long as the machine would do only the bolt turning job.

Mr. Millman then said these items were the only ones the Management had to discuss at this time and suggested that Mr. Baldwin continue the meeting.

Mr. Baldwin brought up the subject of the vacation plan as announced a few weeks ago, at which point Mr. Millman interrupted and stated he would like to read the announcement which he had prepared on vacations for the Committee's approval. This announcement, he said, would be distributed within the next day or so. At the conclusion of the reading, Mr. Baldwin stated the members of the Pacific Motor Parts Workers Alliance preferred to have their vacation pay at the time the vacation was requested, in the cases where the Management asked the employee not to take the time off, in-

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
stead of having to wait until December 1st. Mr. Millman replied that it had been thought the employees would prefer to receive this money on December 1st in order to give them extra money for Christmas and to prepare for their 1942 income tax return, which would be considerable. However, Mr. Hileman stated he could see no serious objection to preparing the employee's vacation check at the time his vacation is requested if he was unable to take time off.

Mr. Baldwin also asked that the employees be notified at least two weeks in advance of their vacation starting date, whether or not vacation would be granted, to which Mr. Millman replied this was rather difficult since it could be easily understood that a situation might arise within one or two days before an employee's scheduled vacation, which would make it impossible for the Management to grant time off. However, the Management would agree to prepare the vacation pay at the time the employees requested his vacation, and they would sincerely attempt to give a man a definite answer at least two weeks before his vacation falls due.

Mr. Baldwin stated the members of the Pacific Motor Parts Workers Alliance understood that all vacations might be cancelled by the Army at any time, and would not be unreasonable.

Mr. Kearns remarked he would like to have it definitely understood that in the case of a greater emergency than we now face, vacations very likely

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)

would be cancelled, to which Mr. Baldwin agreed, but suggested it might be that arrangements could be made for this particular employee or employees to set another future date for their vacations, which was agreeable to the Management. Mr. Lloyd asked if it was necessary for a man to take a vacation if he does not want it, and Mr. Millman replied the Management preferred all employees to take the vacation due them since so few men had had time off the previous year and this undoubtedly would be the last year for several to come that vacations could be granted, both because of the urgent demand for production and the lack of transportation facilities, which will become increasingly severe. Mr. Baldwin suggested that some men might prefer to work in the interest of increased production to taking the time off, and Mr. Hileman agreed the men would be given their choice in the matter. However, if the Army should cancel our vacations the Management wishes to have it understood the vacation pay will still be given on the date vacation was requested and not all at one time, since it would not be possible for the Management to pay out three or four thousand dollars in one month for vacation pay.

Mr. Baldwin asked if it would be possible for the company to pay every other Friday, instead of the present set-up of the 5th and 20th of the month. Mr. Kearns asked Mr. Baldwin if he realized the confusion this would cause in the Accounting De-

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)

partment. Mr. Baldwin replied that the confusion caused there would be no more than the confusion now caused in the shop resulting from the method in which the employees' overtime is figured. Mr. Hileman asked the Committee if they would stop for a moment and analyze the pay situation. He remarked that our present pay days on the 5th and 20th pay the employees up to the first and fifteenth, respectively, but that if pay day was held every other Friday it would be necessary to hold back a full week's pay. Under the present set-up not over two or three days are held back, because if the 5th falls on Sunday the employees are paid on Friday the 3rd, and only two days pay is held back. Mr. Millman pointed out that all job production costs are priced as a unit and all hours worked are charged to the individual job. Under our present set-up there is no carry-over on accrued pay at the end of the month, whereas under the proposed set-up the last pay day might be on the 25th of the month and before the Accounting Department would be able to close their books and determine the cost of the jobs completed for that month it would be necessary to again figure another pay roll on the end of the month in order to have the cost of wages due and not yet paid. The Management was unable to see any valid reason for this request, and felt that the reason given by the Committee that the employees were not able to budget their finances

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
sufficiently to carry them over a fifteen day period was insufficient.

Mr. Baldwin suggested we let this matter rest for the moment and go on to the next request, which was to have the checks for the second and third shifts furnished on the evening of the fourth, so that these employees would not find it necessary to call at that plant on the morning of the 5th to receive their pay checks. Mr. Millman replied the Management realized that the second shift was forced to make a special trip to the plant or else not receive their checks until the day after pay day, and agreed that with the present and future shortage of rubber it would be well to eliminate this extra trip. He referred to a calendar, pointing out the situation arising when a pay day, the 5th, occurs on Monday. Under the proposed agreement, it would be necessary for the Accounting Department to have the pay checks ready by noon on Saturday, the 3rd, which would only give them two and one-half days to prepare this pay roll. He asked the Committee if the membership would agree to give the company one extra day by setting the pay days to the 6th and 21st, and agreeing to have the pay checks of the second and third shifts available on the evening of the 5th and 20th. He pointed out that for the one period in which the change-over was made; for instance, the present period if we paid on the 21st, it would mean that one extra day would appear between pay days but

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
after that they would be the same number of days apart that they now are. The Committee believed this would be agreeable with the men if they were able to receive their checks the night before. Mr. Baldwin suggested that the Committee might be willing to drop the matter of pay days every two weeks if the Management would grant this request of furnishing the night crew's checks on the day before pay-day to which the Management agreed.

Mr. Millman suggested that a chart be prepared showing the definite days for the remainder of the year on which the employees would be paid, and suggesting that in the cases where the pay day falls on Monday, in those cases the night crews would have to wait until the next day for their checks.

Mr. Baldwin then brought up the matter of the benefit fund which the employees in the factory wished to organize. He asked that the dues for the benefit fund be deducted from the pay checks. Mr. Millman asked if it was not possible for the benefit fund administrators to set a serious enough penalty on the people who were lax in making their benefit fund payments, but Mr. Baldwin felt it would not be possible to satisfactorily enforce any such voluntary payments and the Committee very strongly urged the Management to consider the deductions. Mr. Hileman remarked that the deductions now granted the employees were increasing so rapidly that it was becoming necessary

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
for the Accounting Department to consider a new type of check with a larger stub on which to list these various deductions, and did Mr. Baldwin think the benefit fund administrators would be agreeable to reimbursing the company for the extra time required to set up and make an additional deduction from pay checks. He suggested a possible amount of \$10.00 a month as reimbursement for this deduction. Mr. Baldwin replied he believed this would be agreeable with the administrators of the fund and would talk it over with them. Mr. Wallace concurred with Mr. Baldwin's thoughts, Mr. Wallace being a member of the Administrative Committee of the benefit fund.

Mr. Baldwin then brought up the subject of the rate on the operators of the cut-off machines in the steel shed. Mr. Millman reminded Mr. Baldwin that this job carries the same rate as the polishers, and the polishing work was a more sensitive job than the handling of the steel. Mr. Baldwin replied the steel shed operators had the responsibility of cutting the steel correctly and finding the right type of steel for the jobs as called for. Mr. Kearns disagreed on this statement and reported this was Mr. Rattleman's responsibility and not the responsibility of the Shear operators. The Management was not very receptive to this suggestion of increasing this rate, but asked a little time to review this situation and survey the job, which was agreed to by the Committee.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)

Mr. Baldwin then referred to the grooving lathes now being operated by Mr. Butcher and Mr. Spencer, and suggested that Mr. Butcher give his thoughts. Mr. Butcher stated he felt this machine should carry the same rate as the Special Screw Machines, since they were doing work which required a closer tolerance than a good deal of the work now being performed on the Special Screw Machines. Mr. Kearns agreed to this suggestion, and remarked that the scrap content from this operation was very low. It was agreed to reclassify the grooving lathe with the Special Screw Machines.

Mr. Baldwin then referred to the Acme lathe rate, which he felt was low. Mr. Osborne stated that some operators on the machine doing tubing had stepped up production considerably, to which Mr. Kearns replied that this certainly should be the thought uppermost in any operator's mind. He remarked that this lathe was only doing tubing and valve seats and certainly was not as skilled as the Warner and Swasy 2-A and the Lodge and Shipley lathes. Mr. Millman remarked this machine was to be replaced and that the replacement machine would not do any tubing work and the operators now on the Acme would do the regular work for the Warner and Swasy 3-A.

Mr. Baldwin asked again about the learner program, and felt that the Management should set a definite maximum time on which a new man would

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
be held at the learner rate. Mr. Millman pointed out there was only one case in the plant where a man had gone over 30 days on the learner basis, and there were several instances where employees who merited it were transferred to production in much less than 30 days. However, he suggested setting a limit of 60 days, at the end of which time the learner would either be transferred to production or would be discharged. He likewise agreed to notify the learners in writing the effective date of their transfer to production, so they might be perfectly certain as to when their automatic increases would begin.

Mr. Miller brought up the subject of gloves and suggested that on the jobs which require gloves they be rationed so many pairs a week. He said the tubing operations in the Forge Department require a pair of gloves a day but felt that two pair a week per man for the Forge Department would be quite sufficient. The Management agreed there were several jobs which would require gloves, and suggested that the Management could furnish a specified number of gloves per week per job and that all other gloves would either be purchased for cash at the stock room or from some outside source.

Mr. Baldwin referred to the girl who is now working in the time booth and complained that it was not fair for her to be working straight days, being the newest person there. Mr. Millman informed the Committee this job is being classified

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)
by the Industrial Welfare Commission as an office job and that it is permissible for female employees to rotate and work the night shifts on this job. He told the Committee Miss Neal would be notified of this decision at once.

Mr. Baldwin then asked if it would be necessary for a man to lose his 5c second shift premium if he wished to change with a day man for a week. Mr. Kearns replied he had many requests from men wanting to change to get back on days for a week or so because they were tired of working steady night shift. It was pointed out to the Committee the bonus was paid on this shift because the Management realized it was some inconvenience working nights and that the employees should take this into consideration before deciding they want to work this shift steadily. The Management expressed the opinion that if any relaxation was made on this ruling the shifting of employes would be greatly overdone, but suggested each case be considered on its individual merits, and if it were necessary for a steady afternoon man to shift to days for a valid reason, the request could be granted, but if any excessive shifting takes place the whole thing must stop at once.

Mr. Osborne suggested a Class A and Class B heat treating rate in order that the men classed as heat treater's helpers might be reclassified as heat treater Class B instead of going directly to heat treater Class A, since it was obvious that there was

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-ZZ—(Continued)

considerable to learn about heat treating before a man could become a Class A heat treater. Management requested time to consider this suggestion, which was agreed to.

Mr. Baldwin asked that the Management make a rate survey on Mr. Chorley, Mr. Wilks and Mr. Rich. Mr. Millman replied these men would be considered when the routine review of wages was made prior to the beginning of the next pay period.

Mr. Hileman asked if employees were satisfied with the lunch service as being provided by the DeLuxe Box Lunch Company, to which the Committee replied the day shift lunch service was very satisfactory except for a few days when the food was sent out cold, which was reported to Mr. Millman and corrected at once. Mr. Miller remarked the food on the swing shift was very unsatisfactory—that the coffee and chili and tamales were usually not of good quality. Mr. Millman promised he would contact the lunch company and arrange to have some improvement made, and also notified the Committee the DeLuxe Company had agreed to set up a coffee urn which was now in the lunch room awaiting connection with the gas line. This would then provide fresh hot coffee for all shifts.

There being no further business the meeting was adjourned.

/S/ P. D. HILEMAN
For the Company

/S/ HOWARD C. BALDWIN
For the Alliance.

(Testimony of Clarence L. Millman.)

RESPONDENT'S EXHIBIT No. 1-AAA

Minutes of the Labor Relations Council held on Thursday, April 9, 1942. Messrs. P. D. Hileman, W. J. Kearns, C. L. Millman represented Management, with A. F. Anderson as a guest; and H. C. Baldwin, F. W. Osborne, A. R. Miller, J. L. Lloyd, L. P. Wallace represented the Pacific Motor Parts Workers Alliance, L. S. Bebb as Secretary, and Geo. Spurlock and Fred Nichols, guests.

Mr. Millman opened the meeting with the remark that after last meeting the Accounting Department had made a sincere effort to have the pay checks for the night crews prepared by 5:00 p.m. on Friday, and had spent two evenings working to get these checks ready. He reminded the Committee they had asked for the checks for the night crews the night before the regular pay day in order to save these men a special trip to the plant to pick up their checks. He informed the Committee that at least twenty-five percent of the third shift appeared at the plant at 5:00 p.m. to pick their their checks, and since the only reason for having the checks ready at that time was proven ineffective, the Management did not feel it necessary that the Accounting Department work overtime to prepare the checks.

Mr. Baldwin then remarked it seemed the only solution was to return to the question of paying regularly every two weeks, so employees might have their pay checks before the week end and so there

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)

might be no misunderstanding about what overtime payments were included in each check. Mr. Millman reported the Accounting Department and the Plant Controller had investigated this procedure very thoroughly and had indicated their willingness to pay in this manner. He stated that if such a method of payment was resorted to, the pay on Friday would cover the two weeks preceding and ending at midnight on the Saturday before pay day. In other words, if the first Friday pay day was scheduled for April 17th, this pay check would include all hours worked from the beginning of the last pay period to and including the afternoon shift on Saturday, April 11. Mr. Millman suggested that we could start with our first Friday pay day on April 17th, and this check would be slightly smaller than the average check since it would cover but eleven calendar days, but the employees would be receiving a check approximately four days earlier than usual. However, the first pay day could be extended to April 24th, four days later than usual, and would include all hours worked from April 1st to April 18th. The Committee believed it was advisable to begin this pay system on April 17th, which was agreeable to the Management. Mr. Hileman made the statement, however, that under no circumstances would any employee's pay check be made available before the specified pay date, since the work required to single out one or two checks and rush them through, meant too much additional

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)
work for the Accounting Department, and it was believed by the Management if the employees knew for a certainty that their checks would be ready every other Friday, they should be able to plan far enough ahead to forestall circumstances which might cause them to want their checks earlier than the regular pay date.

Mr. Baldwin asked if it would still be possible to obtain the checks for the night crews on Thursday night, to which the Management replied that it would not, since the last experience had proven that apparently the employees were not as much concerned with saving their tires by not making a special trip to the plant for their checks, as they were in receiving the money at the earliest possible moment.

Mr. Spurlock interrupted at this moment with the suggestion that he believed that majority of employees would ordinarily spend more time driving around on pay day than necessary, regardless when their checks were received, and said he felt from experience that the most complaints came from the fact that it was often necessary to wait an hour on pay day morning at the gate for the checks. He suggested if the checks were available in the Personnel Office at 10:00 a.m. every pay day and it was not necessary for the employees to wait in line to receive them, this would be satisfactory. Mr. Millman explained the reason for this delay was that when the checks were delivered to the Personnel

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)

Office he immediately distributed them to the employees who were waiting, then went to the machine shop and distributed the pay checks to all employees working day shift in order that they might have the checks available for cashing at the bank during the lunch period. It usually took from one-half hour to forty-five minutes to accomplish this distribution, and all employees who had come to the gate between the time the first distribution was made and the time the distribution in the plant was completed were forced to wait.

Mr. Wallace suggested the Personnel Office contact the timekeeper's booth and receive a list of all employees working the day shift, remove these day shift employees' checks from the group and deliver them to the foreman who could distribute them through the plant. The remaining checks for the afternoon and night crews to remain in the Personnel Office for distribution at the gate as employees called. This was quite agreeable to Mr. Millman, and it was decided this procedure would be followed.

Mr. Baldwin reported he realized the confusion in the Accounting Department when the checks from last pay day were furnished to the night crews the day before, and wished to offer his thanks and appreciation to the Accounting Department for this extra work.

Mr. Millman then informed the Committee they probably realized it had always been the company

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)

policy that an employee who quits, or is discharged for cause, automatically cancels all vacation rights, but that there was apparently some misunderstanding in the shop, since the three men who had recently left the company were somewhat bitter because they company did not pay them for their vacation when they left. Mr. Millman explained that in the beginning vacations were granted voluntarily by the Management without pressure from the Union, and that the West Coast Plant of Thompson Products, Inc., was one of the first on the West Coast to grant vacations to hourly paid employees. Vacations were paid as a bonus in recognition of continued service with the company and it was thought than an employee who no longer wished to worked for Thompson Products should forfeit his seniority and vacation rights. Mr. Baldwin and Mr. Wallace both expressed the opinion that vacations should be a bonus for past service and that a man who was discharged or resigned still was eligible for this pay. However, Mr. Wallace believed that if the employees were well informed on this point, or if it was included in the contract there would be no complaint. Also, he pointed out, an employee could take his vacation and then hand in his resignation, to which Mr. Hileman replied this was true, but if an employee resorted to this method of getting his vacation he could be sure that he would never again be eligible for rehire by this company.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)

Mr. Hileman suggested that the management pay the vacation pay for the three men who had resigned, since the company policy on this point was not clear at that time, but that the contract be reworded so that there will be no future misunderstandings. The Committee felt that this would be agreeable and Mr. Nichols remarked he believed, as Mr. Wallace and Mr. Baldwin, that vacations should be predicated on past service rather than future service; but he admitted he knew of no other company who paid vacation bonuses to employees who left, and believed this would be satisfactory if explained thoroughly to all employees.

Mr. Baldwin then agreed, for the Committee, to this change in the contract, but suggested that, since the Committee was agreeing on this point, the company should consider changing the vacation deadline date to make vacations available one year from date of service. Mr. Millman agreed to take this subject under consideration and would bring it up in the next meeting. Mr. Baldwin remarked the Management continually referred to other existing contracts in their dealings with the Committee, and suggested it only fair that the Management agree to consider other contracts and their clauses when reviewing requests by the Committee.

Mr. Hileman then referred to the current vacation schedule, pointing out that April, June and July were peak months and that if the great number of vacations were permitted during these three months

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.) .
the vacation expense for those particular months would be all out of line and he hoped that we might work out a plan whereby vacations could be scheduled later on during the season in an attempt to equalize the vacation expense and lower the peak months of April, June, and July, and raise the low months of May, August and September.

It was explained to the Committee that the Company is now operating on a budget plan whereby a certain amount is specified each month to be used for the purchase of machinery, miscellaneous equipment, wages, vacations, etc., and the Management hoped to be able to stay within this budget. The fact that the majority of the vacations had been requested for April, June and July, would cause these three months to show a far greater expenditure for vacation pay than was allowed in the budget. This would, of course, be made up in a later month when the amount of vacation pay was not as great as that allowed but it was preferred, if it could be done, to keep within the specified amount of vacation pay.

Mr. Millman suggested that he talk to the employees requesting vacations in these peak months and see if they would be agreeable to taking their second choice according to seniority. In other words, to employees requesting vacations in June, if it was necessary because of expense, to ask one of the employees to postpone his vacation for a short time, the employee with the least seniority

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)
would be asked to make the postponement. He also asked the Committee to again impress upon their members that it was necessary to give the Personnel Department two weeks notice when they wish to change their vacation date, since every vacation request meant an approval by Mr. Kearns and a notification to the Accounting Department at least a week and a half ahead of the new date of the vacation, and that the Management had agreed to try in every case to notify an employee two weeks ahead of time whether or not the vacation had been approved. This was quite agreeable to the Committee.

Mr. Millman then remarked that the Management felt, through their studies of other plants, that the oiler rate was not in proportion with other rates in the plant and suggested a lower rate be set on this job, possibly 85c. It is suggested that the man doing the oiling work be transferred to a Maintenance Department job since this department is in need of more help, and the man now oiling is thoroughly experienced in our plant. It is expected to transfer or hire another man for the oiler job. It was pointed out that this did not mean a demotion or a cut in rate for any man, but merely a leveling off of certain jobs, which in the beginning had been temporary or part time and had now evolved into permanent jobs. These jobs, and this one in particular, were being paid for at a higher rate than they were actually worth.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)

Mr. Baldwin remarked that this brought up a point the Committee had in mind, that of a job evaluation in the shop. He believed it would eliminate considerable argument and discussion regarding the relative importance of one job against another, and might work for more harmonious relations among employees and Management. Mr. Millman agreed this was an excellent idea, and one which he had given some serious study, but had found that to completely do this job, it would require three or four months work, and he had found it impossible to sit down and work it out alone. Mr. Baldwin suggested that a committee be appointed by the P. M. P. W. A. to work on this subject.

Mr. Spurlock brought the conversation back to the oiler rate and asked why not let each machine operator oil his own machine. Management pointed out that at one time this had been done, but in the cases of the men who were lax or failed to oil the machine and it burned out a few days later, there was no one on whom the responsibility could be placed. By having one man designated for this job, the Superintendent could be absolutely certain it would be done correctly.

Mr. Baldwin stated that since the Management felt the oiler rate was too high, he had one which he thought was too low—that of the Steel Shed. He believed the job is as skilled as the flash lathe. Mr. Millman pointed out that the Steel Storage job

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)
did not carry the responsibility that other jobs in the plant carry, since there was direct supervision available at all times, whereas a machine operator is required to make his own set-ups and is not supervised as often as the steel shed machines. Mr. Baldwin replied this was true, but the work was considerably harder out there; to which Mr. Millman, answered, in a machine shop wages were paid according to the skill required and not the physical effort. Mr. Baldwin agreed with this.

Mr. Hileman asked how many hours were being worked in the Steel Shed, and Mr. Kearns replied forty-eight hours a week. Mr. Hileman then stated that if this rate was raised it would probably be necessary for the Management to revert to four shifts averaging forty hours per week, since we could not afford to pay higher wages for this work. He informed the Committee that the Army was continually suggesting and requesting that our plant go on a four shift basis, but the Management was attempting to avoid this arrangement unless absolutely necessary, because of the fact that overtime would be almost completely abolished. Mr. Spurlock remarked that the principal objection to this work seemed to be the smell of the radiac machine, but he frankly does not feel the job is worth the money now being paid.

Mr. Nichols remarked that the oiler gets \$1.03 an hour for steady days while it is necessary for him to work on his commercial grinding job steady

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)
nights to make that rate. He does not feel that the oiler job should pay that much since he could do the oiler job, as could any other commercial grinder operator, whereas the oiler could not do any of these grinder jobs. Mr. Kearns replied this was true, and was also true in the case of the Steel Shed.

Mr. Baldwin again referred to the job evaluation and asked if we didn't think the Steel Shed rate was worth 5c more than the oiler rate, to which Mr. Hileman replied, as he stated before, we feel 85c on the oiler job is sufficient, but will go to 90c if the Committee insists.

Mr. Millman suggested that he make a new survey of rates being paid for shear operators throughout the community, and to reconsider the job at the next meeting. It was agreed to set the oiler rate at 90c.

Mr. Baldwin then brought up the subject of seniority of men brought into the plant from other plants of the company. He reported that the majority of employees felt a man who was transferred to this plant, regardless of the number of years of seniority with the company, should begin in this plant as a new man as far as job seniority is concerned. It was expected that he would retain his company seniority as far as vacations and Old Guard Service are concerned, but that he must build his job seniority in this plant. Mr. Baldwin remarked that this was designed to prevent the

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)
management from transferring men from other plants to this plant to fill the higher paying jobs instead of advancing the men now working here. Mr. Millman asked if this had happened in any case, to which Mr. Baldwin replied that it had not, but the Committee was looking to the future and as we grow there is a possibility that the Management might resort to transferring men from Cleveland. Mr. Millman remarked that this was extremely unlikely, and, if anything, it would be the other way around with us transferring skilled help to Cleveland, since with the new TAPCO plant operating the employment departments of the Cleveland plant were extremely hard pressed to find any type of skilled help. Mr. Baldwin then reviewed the suggested clause to be inserted in the seniority agreement, but the Management asked for a little time to consider the effects of such a movement before making any decision.

Mr. Baldwin then remarked he felt the head polisher should carry a little higher rate than the other polishers, since the responsibility of turning out the right kind of work and arranging the work schedule of the polishers on each shift rested with the head polisher. Mr. Kearns remarked he had been considering such a plan for quite some time and was fully in accord with this suggestion. The Management then agreed to a 5c higher rate for the head polisher.

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-AAA—(Continued.)

There being no further business the meeting was adjourned.

/S/ P. D. HILEMAN
For the Company

/S/ H. C. BALDWIN
For the Alliance.

RESPONDENT'S EXHIBIT No. 1-BBB

Minutes of the Labor Relations Council held on May 19, 1942. All members of the Pacific Motor Parts Workers Alliance Committee and the Management group were present, and Mr. J. H. Waddell and Mr. Bud Marshall appeared as guests of the Committee.

Mr. Millman opened the meeting by referring to a previous meeting in which the possibility of setting a rate for Class B Heat Treater was discussed. He suggested a maximum rate of \$1.05 on this job, which would be 2c higher than the minimum rate on Class A. Heat Treater, and 10c more than the maximum rate on Heat Treater's Helper. This was quite agreeable to the Committee, and it was decided to make a rider to the contract covering this rate.

Mr. Millman then reviewed the California labor laws concerning the hiring of women, and pointed out that in order to place women on factory production jobs between the hours of 11 p.m. and

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)

6 a.m., it was necessary to obtain a permit for each individual girl from the Industrial Welfare Commission, which permits were extremely difficult to obtain. He referred to several of the local companies who were employing girls on the day and afternoon shifts, but pointed out that these companies are working steady shifts, and asked the Committee to consider the possibility of reverting to a steady shift plan in order to allow the company to employ women on at least two shifts, in several jobs throughout the plant.

Mr. Baldwin replied that if it were necessary to ask certain men to work the third shift steady, he believed this shift should carry an extra premium, besides the eight hours pay for $6\frac{3}{4}$ hours worked. Mr. Millman reminded the Committee that employees working this shift now were receiving approximately one dollar over their regular wages since they were working but $6\frac{3}{4}$ hours and were receiving an extra hour's pay. Mr. Baldwin agreed, but referred to several companies who now pay a premium for the third shift besides the extra hour's pay.

Mr. Hileman suggested that we might return to a basis of paying for actual hours worked and set a bonus of possibly ten cents on the third shift. The Committee agreed that this might be acceptable to their members.

Mr. Baldwin suggested that the original Committee negotiating the contract had gone a little

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)
too far in setting the three months limit on the second shift premium, and asked if this premium could be given after one month's performance on second shift, and be made retroactive to the date the employee started on second shift. Mr. Millman replied that the Management might be willing to consider making the time limit one month, but would not care to consider any retroactive pay since such a plan would throw the costs on our job all out of line. The jobs a man may have worked on during that thirty day period have more than likely been finished and the costs completed, and it would not be possible to go back and charge the extra labor cost to these jobs after they were completed. The Committee agreed to this difficulty and stated they would like to discuss this with the membership at their next general meeting.

Mr. Millman then referred to the Forge Department which has been working on a seven day basis for three or four months, and suggested that the Committee consider revising the overtime clause to provide for time and one-half after the sixth consecutive day worked and double time for the seventh consecutive day worked in order that the Management might instigate some sort of a split shift arrangement for this department, providing a day off for each man. Mr. Baldwin replied this was a complete change in policy and it would be necessary to have the approval of the members before such change could be made. He asked if it

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)
would be possible for the Forge Department to rotate on a swing shift arrangement now in order to provide a day off for the men while the membership took into consideration the possibility of changing the overtime clause. He remarked he realized many big organizations had made the announcement that they were giving up their double time for Sundays and holidays, when in reality they were reverting to the double time for the seventh day plan. Mr. Millman pointed out the men were not actually losing any money and they would receive double time any time they worked seven days in succession.

Mr. Millman noted the holiday coming up on Saturday, May 30th, and referred to the discussion held in January regarding the time and one-half and double time which some of the employees felt should have been paid. This subject was discussed in great detail with Mr. Baldwin insisting that the double time premium for holidays or Sundays was paid as a bonus for the employees foregoing their holiday and should not be computed in the payment of regular weekly overtime. It was pointed out to the Committee that they certainly would not expect the Management to pay time and one-half on Saturday to the men who have completed the forty hours, and then pay double time on top of that time and one half. The Committee agreed that it was unreasonable to expect such a payment. Mr. Millman also referred to the man who

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)
works for 10 hour days, for which he is paid 32 hours at regular and 8 hours at time and one half, and asked the Committee if they felt he should be paid time and one-half for the fifth day merely because he had worked forty hours, even though he had already been paid time and one-half for eight of those forty hours. The Committee agreed this also was unreasonable to expect, and Mr. Baldwin suggested that the Committee have a meeting and talk this over. He believed if it were understood by the membership that double time and time and one-half would not be paid for the same eight hours worked, there would be no question. Mr. Millman suggested a rider to the effect that both daily and weekly overtime would not be paid for the same hours worked.

Mr. Baldwin suggested that the Management and the Committee hold another meeting not later than May 27th, and perhaps make up a rider for the contract on this subject.

Mr. Baldwin then referred to the vacation plan and to the discussion which took place at the last meeting on the possibility of making vacation available to an employee when he has completed one year's service, and not place any deadline such as February 1st, as we now have. Mr. Millman referred to the vacations as requested for this year; pointing out that no one had requested vacations in either February or November, and suggested that the Management might be agreeable

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)
to making the vacation season from March 1st to November 1st, and moving the deadline date down to July 1st, which is half way through the vacation season.

Mr. Baldwin said he did not believe he could convince any employee in the shop that a deadline on vacation service was justified and he would very definitely be against setting any date whatsoever to determine the vacation eligibility. Mr. Millman stated that were the Management to agree to vacation eligibility being determined by completion of one year's service during the vacation season the amount of paper work in the Personnel Office would be tremendous. The Management agreed to take this suggestion under consideration and promised an answer at the next meeting.

Mr. Baldwin then asked for a rate increase on the Floor Inspection job. Mr. Kearns asked if this was to mean only the Floor Inspectors or did it include the Bench Inspectors, and Mr. Baldwin replied this brought up a question which has been bothering him, since he noticed the Bench Inspectors were being placed out on the floor and wondered if this was to be a permanent or temporary set-up. Mr. Kearns said he believed Mr. Cummings intends to alternate the floor and bench inspection work, believing that in both cases it was necessary for the employees to be thoroughly familiar with the requirements of both jobs. He told

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)
the Committee that rework has been increasing steadily in the past few months and that Mr. Cummings, who is now in complete charge of all inspection, believed this method of checking all parts at various stages of their operations should result in a considerable lessening of the rework.

There followed a discussion of the relative merits of the floor inspection job as compared to the bench inspection job, and it was suggested by Mr. Millman that before further discussion or any decisions were made that a conference be held between Mr. Cummings, Mr. Kearns, Mr. Millman and Mr. Baldwin to determine just exactly what Mr. Cummings' intentions were regarding the bench and floor inspectors, and then continue the discussion with this information. This was quite agreeable to the Committee.

Mr. Baldwin then informed the meeting that the question of wage freezing was causing considerable comment and discussion in the shop, and employees in general feared that within a short time their wages would be frozen at exactly what they were making at the present time. He referred to the price freezing which was effective back to March, and it was believed by a majority of the men that if wages were frozen they would no longer be able to increase their income.

Mr. Hileman replied that there apparently was no one who knew just exactly what this wage freezing was all about, and that according to all

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)

information he has been able to obtain from Washington, there is no indication of any wage control within the near future. He referred to the price freezing order which affects our products, and informed the Committee that while we are not yet allowed to increase any prices, we do not yet know whether the price freezing will extend back to March 1, 1942 or October 1, 1941. He pointed out that under no circumstances could the company increase its revenue from the sale of engine parts regardless of the increases in expenses. He assured the Committee that it was his understanding that the War Labor Board, if it does go as far as to freeze any wages, will freeze only the top rates on the job, which will not effect any employee making less than the maximum rate; nor will it prevent an employee from moving to a higher paid and more skilled job. Mr. Millman pointed out that so far, the War Labor Board has granted increases only to the jobs paying less than one dollar an hour.

Mr. Hileman asked that the Committee give the Management time to see what is going to happen in the wage stabilization plan, and Mr. Millman pointed out that the President in his recent talk had intimated that no wage freezing would be done but that he expected labor leaders to voluntarily place a top on their wages in order to prevent the vicious spiraling of wages and living costs. The President had hoped by freezing prices

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)
on food, clothing and rent, which are the principal expenses in a man's budget, this would automatically retard any rise in the cost of living and help to avoid an inflationary spiral.

Mr. Baldwin said he believed the employees in the shop were concerned over the possibility of being forced to pay 10% of their income in Defense Savings Bonds. He pointed out that he knew in some cases the men probably were mis-managing their money, but in the majority of cases, employees were attempting to pay off old bills which they had accumulated during hard times for the bare necessities of living, and that if the enforced savings plan was instigated, they would not have enough money to continue to remain out of debt. Mr. Hileman replied he realized this probably was the case but that every man must be prepared to make some sacrifices and that should be the individual's contribution to the war effort. He explained it was an accepted fact that our high standard of living must be greatly reduced if the war is to be won, and referred to the great volume of goods which are no longer available for purchase; mentioned the cutting down of expenses, such as automobile expense, and suggested the possibility of reducing the little luxuries such as weekly movies and other amusements.

Mr. Millman remarked that the financial experts of the country and the government were very much

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)
concerned with the possibility of inflation, and explained that the national income this year is expected to be 85 billion dollars, but that the available goods for purchase will only be 64 billion dollars, leaving a difference there of 21 billion dollars which is the inflationary span. Unless the government is able to absorb this 21 billion dollars, either in greatly increased taxes or enforced savings plans, the goods which are available through competitive bidding will greatly increase in price.

Mr. Hileman remarked that he understood how the men felt about this question, but he did not think it was possible for the company to increase wages in an effort to allow everyone to maintain his current standard of living, and what did Mr. Baldwin suggest we do. Mr. Baldwin replied he didn't know what could be done and had only offered the subject for discussion. Mr. Hileman replied that the employees will have to have confidence in him and trust that he will get the best possible deal for everyone. Until we know what is going to be done about wage freezing, if anything, it is impossible for us to make any general increases. He asked that the Committee please remember that all prices on the goods we sell are frozen now, and it is impossible for us to realize any more income out of our products, except in the cases where a new article is designed and in submitting a bid on such an article we would make

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)
up for the greatly increased labor and overhead costs, to a certain extent.

Mr. Baldwin asked if it were possible to save money by manufacturing in large quantities, and Mr. Hileman replied that theoretically this was true by buying larger quantities of steel and running larger quantities of the same item through the shop at one time. However, the maximum run at which a job can be done economically is not always as large as the order, and in the case of an order for 40,000 pieces it might be that 5,000 would be the maximum that could be run at one time. The necessity of running the job through in eight runs did increase the cost over the 40,000 piece estimate.

Mr. Waddell then spoke up, saying he realized he was only a guest but he would like the opportunity to express the opinion of a large number of the employees concerning the few employees who are reporting for work right at whistle time. He pointed out these people checking in a minute or so before time to go to work were unable to reach their machines and begin work for ten or fifteen minutes, and that while he did not believe this was intentional slow-down, it nevertheless amounted to a slow-down. Mr. Kearns stated that he was attempting to keep tab on these people. He had discussed the subject with some of them and had notified the foreman to talk to these men about this on the other shifts. He

(Testimony of Clarence L. Millman.)

Respondent's Exhibit No. 1-BBB—(Continued)
stated it was his intention to daily post a list of the late comers, on the bulletin board, in the hopes that they might voluntarily attempt to be at work in time to start their production at starting time.

There being no further business, the meeting was adjourned.

/S/ P. D. HILEMAN

For the Company

/S/ FRANK W. OSBORNE,

For the Alliance

RESPONDENT'S EXHIBIT No. 1-CCC

Minutes of the meeting held Tuesday, May 26, 1942, between the Executive Committee of the P. M. P. W. A. and the Management representatives. Mr. T. G. Overhulse was a guest of the P. M. P. W. A. and Mr. R. M. Rogers was a guest of the Management.

Mr. Baldwin opened the meeting by asking for an answer to his request for a new vacation plan; whereupon Mr. Millman replied the Management would be willing to set a new eligibility date of July 1st, but would hesitate to go as far as to extend it for the full vacation period because of the great amount of extra work this would entail. He reported that most contracts he had been able to find locally, based their eligibility on the date

(Testimony of Clarence L. Millman.)

of signing the contract, providing, that every man who had been employed one year at the time the contract was signed would be eligible for a vacation. Mr. Millman said that the vacation plan as requested by the Committee would cost the company an additional \$1500.00 for this year alone, and that the cost, even if the eligibility date were advanced to July 1st, would cost an additional \$800.00, with \$700.00 more added if it were extended.

Mr. Hileman reported that the company had doubled its volume of business but had made considerably less money than last year, and had been forced to cut the dividend payments to the stockholders in half. He referred to the price freezing of our commodities, which probably will be effective as of October 1, 1941, and pointed out that our labor rates have risen as well as our taxes, so that the company actually is getting considerably less income from its business. He asked if the Committee believed the granting of their vacation plan would stop the arguing which has gone on about it since November, or would they come back within a short time with an even bigger vacation plan. He suggested cutting the vacation period from March 1st to September 30th or October 31st, since there were no requests for vacations during the month of February and November.

The subject was dropped for the moment, and Mr. Baldwin reported the Committee wished to ask for a 10% blanket increase, the increase to

(Testimony of Clarence L. Millman.)

be taken in Defense Bonds by all employees. In return the Committee would voluntarily freeze the wages at their current level for the duration. Mr. Millman asked what assurance the Management would have that the freezing would be effective when a new contract was up for negotiation, and Mr. Baldwin replied the Committee was willing to make a provision in the contract to provide for carrying forward as long as the price freezing is effective.

Mr. Hileman doubted that any freezing of wages would be legal or could be included in the contract, and remarked this would mean a considerable increase of paper work in the Accounting Department by making deductions for everyone.

At this point, Mr. Stewart, Auditor for this plant, was called into the meeting. He reported that a separate account for bonds must be set up for each employee, besides the account for all the other deductions. Mr. Millman suggested that if such a plan were put into effect all other deductions could be cut out, but Mr. Stewart replied there were still some, such as the Social Security deductions, the State Unemployment Insurance deductions, the employees group insurance, Old Guard loans, and tools and uniforms purchased through the company. The Committee agreed that deductions for tools and uniforms could be stopped and employees could pay cash for these things when they were purchased, either through the company or from the uniform salesman. Mr. Stewart agreed

(Testimony of Clarence L. Millman.)

this would help some but a plan for all employees would still increase the work in the Accounting Department greatly. Mr. Hileman asked for a little time to consider this proposition from all angles and to find out how much such an increase would cost the company.

Mr. Baldwin reported that the suggestion of the straight shifts was discussed at the recent meeting of the members of the P. M. P. W. A. but no decision was arrived at since most of the members did not understand how this could be worked out. Mr. Baldwin suggested that a plan be worked out on paper, listing the various provisions of the steady shift, and posted on the bulletin board for consideration by all employees. He stated the Committee would like to be as honest and fair as possible and suggested that the Management make a survey to ascertain the employees stand on this question of steady shifts. Mr. Millman asked if the company was able to go along on the ten per cent deal, would the vacation plan with a deadline of July 1st be satisfactory, but Mr. Baldwin did not care to answer. He did say that the Committee might consider the clause paying double time for the seventh day of work. Mr. Miller asked if this would be giving up weekly overtime, but Mr. Hileman replied the work week consists, under this plan, of the days *work* between the days off, and the contract would be amended to read "time and one-half payable on the sixth consecutive day

(Testimony of Clarence L. Millman.)

worked and double time on the seventh consecutive day worked.

Mr. Millman asked the Committee if they had made a decision regarding the rider to clarify the overtime payments in regard to paying overtime on weekly and daily basis for the same hours worked. Mr. Baldwin replied this was not discussed at the meeting and he could not give an answer yet. He referred to the last meeting in which the inspector rate was discussed. Mr. Millman said the management would not care to consider that item until an answer was made on the ten percent increase and if the ten percent increase was put into effect, it would supercede any requests for individual rate increases.

Mr. Baldwin said the majority of the men at their last meeting had unanimously asked to have their dues deducted from their pay checks every four months, to be done on a voluntary basis. He did not consider this a check-off system or union maintenance, since it was entirely voluntary. Mr. Hileman replied he would like to think that question over before giving any answer.

Mr. Baldwin asked for an answer on the vacation plan, but Mr. Millman replied that the new request altered the situation, and that an answer could not be given at this time. However, an answer was promised to the committee before the end of the week.

(Testimony of Clarence L. Millman.)

There being no further business, the meeting was adjourned.

/S/ P. D. HILEMAN

For The Company

/S/ H. BALDWIN

For the Alliance

RESPONDENT'S EXHIBIT No. 1-DDD

Minutes of the meeting held May 29, 1942 between members of the Pacific Motor Parts Workers Alliance Committee and the Management group.

Mr. Millman opened the meeting with the statement that the management regretted to inform the committee that their request for a ten percent blanket increase was financially impossible. He reminded the committee that a seven cent blanket increase had been given on March 16th, which was less than three months, and additional increases so soon should not be expected. He referred to the cost of living which, according to figures received from the Bureau of Labor Statistics, has risen but 17% over the 1935-1939 average; while our wages in this plant have increased 55% over the September 1, 1939, average.

Constant comparisons are made with other aircraft parts companies to insure that our wages remain on an equal level and the management suggests that one member of the committee accompany

(Testimony of Clarence L. Millman.)

him on a new survey of comparable industries to compare their wages with ours.

He referred to the price freezing which has tentatively frozen the selling price of the company's products on October 1, 1941, and referred to the blanket increase on November 15, 1941, plus the addition of the 6c to replace the 6% bonus plan, and also the 7c blanket increase on March 16, 1942—all of these increasing our labor costs while we are unable to increase our selling prices. He stated the President of the U. S. A. and various high public officials have gone on records as being against any general wage increases except on rates now considered as sub-standard. Sub-standard rates are defined as less than 40c an hour or less than \$25.00 a week for a married man. He pointed out the company had tried to maintain maximum hours for the employees and that our overtime costs increase our hourly rate from 97c to \$1.09. The Company is unable to pay a general ten percent increase without making a drastic cut in overtime premiums by reducing the work week to 40 hours.

Mr. Hileman told the Committee, however, that the management was willing to go along with their request for a more liberal vacation plan, and suggested that the vacation season be from March 1st to October 31st, and employees completing one year's service within that period would be eligible for one week's vacation.

The Committee suggested they might find it advisable to take their case to the War Labor Board

(Testimony of Clarence L. Millman.)

for settlement, to which the management replied that was the prerogative of the committee.

Reference was made to the present overtime provisions concerning the Maintenance Department in the contract, which states that if they work on their day off they will receive double time for this day. Mr. Millman brought out the possibility of a man whose regular day off was scheduled for a Wednesday and who was sick on Monday and Tuesday—according to the literal translation of the contract if he came to work on Wednesday, which should have been his day off, he would be entitled to receive double time for that day, even if it were the only day worked during the week. He suggested that this clause be reworded, thus: "In the event they work on their regular day off they shall receive double time for the seventh day worked."

Mr. Baldwin asked if there was any case in question at the present time, to which Mr. Millman replied there was not, but this was suggested only to clarify the situation in case the matter comes up at a future date. Mr. Baldwin stated if there was no one to be affected at the present time, he believed the committee would not have any objection to placing this rider to the contract.

Mr. Millman referred to the glove situation again, stating that the glove cost for April was \$90.00, and that the gloves which formerly cost 31c were unavailable and it would be necessary to pay 55c for the new gloves received. However, these were

(Testimony of Clarence L. Millman.)

of better quality than the 31c gloves formerly received. He suggested that it was only logical to ask the employees to pay this additional cost since the company could not afford to continue furnishing gloves at this higher price.

Mr. Hileman told the committee that the management could not agree to any deduction of dues for the union. It is the union's business to collect their own dues and the company could not do this for them.

There being no further business, the meeting was adjourned.

/S/ P. D. HILEMAN
For the Company

/S/ H. BALDWIN
For the Alliance

RESPONDENT'S EXHIBIT No. 1-EEE

Minutes of the Labor Relations Council held Friday, June 19, 1942. Mr. Eddie Collatz was a guest of the Executive Committee, and Mr. Homer Alldredge, Sales Manager of the Detroit Plant, was a guest of the Management.

Mr. Hileman introduced Mr. Alldredge and asked that he tell the Committee something about the Detroit plant and the work now being done here. Mr. Alldredge obliged with a brief discussion of the Detroit Plant.

(Testimony of Clarence L. Millman.)

Mr. Millman reminded the Committee that while the late comers had decreased in number very materially over the past few weeks, there were still a few *stragglers* who came in from one to twenty minutes late. The progress which has been made in reducing this tardiness is gratifying, but the further we can reduce it the better off we are. The same held true for absenteeism, and it was thought several employees were taking advantage of the sick excuse. Therefore, in the future it would be necessary for an employee who stays home because of sickness, unless it is a chronic illness with which the Management is familiar, the employee will be required to furnish a doctor's statement concerning his illness. It is the desire of the Management to find out why certain employees are ill so often, but in order to do this the complete facts of an employee's illness must be available.

Mr. Millman then touched on the subject of racial discrimination, saying that there was much discussion now, both by the Government and the War Production Board, about this subject. He told the Committee the Management had no objection to hiring a person of any race, religion or color, providing this person had the necessary qualifications desired on the job.

Mr. Millman again referred to the possibility of setting steady shifts on at least the polishing machines, suggesting that if steady shifts were placed, it would be possible to hire about twenty-eight wom-

(Testimony of Clarence L. Millman.)

en for the day and afternoon shifts—the day shifts to begin at 6:00 a. m. and end at 2:30, the afternoon shifts to begin at 2:30 p. m. and end at 11:00. Mr. Baldwin replied the membership would not be very enthusiastic about such a plan and might insist on a premium for the third shift. Mr. Hileman asked if the Committee would consider pay for hours worked, plus a premium on the third shift, but Mr. Miller replied they would prefer the present set-up since pay for hours worked plus a 5c bonus would be less than the present bonus plan.

Mr. Baldwin suggested if a premium was placed on the third shift it might be the solution to the steady shift problem since the afternoon shift has pretty well settled down to a steady shift since the premium was placed. Mr. Millman promised that an answer would be given to the Committee on this subject within a short time.

He reported he had heard several adverse comments on the Committee's plan to donate rubber to the U. S. O. and suggested the Committee might consider giving it to the Navy Relief Society, which the Committee agreed was a good suggestion.

Mr. Millman told the Committee he was still waiting for them to appoint a man to make a survey among aircraft parts manufacturers on wages paid. The Committee agreed this would be done at once.

Mr. Osborne asked if Mr. Bebb was considered a lead man, to which Mr. Kearns replied that he was not since the welders are all responsible to the

(Testimony of Clarence L. Millman.)

foremen. The Committee suggested that since the foremen seem to hold Mr. Bebb responsible and that he took care of ordering supplies and laying out the work, it seemed reasonable he should be considered a lead man. Mr. Millman asked time to consider this point and promised an answer soon.

The Committee asked if the Management would consider any blanket increase at all, and Mr. Millman replied that it would not, but did agree to adjusting individual rates which were found to be below average.

It was asked by the Committee if the Management expected to place a bonus on the aircraft work. Mr. Anderson replied he was working on time studies with that end in view, but it would be some time before his studies were complete enough to form any definite opinion on what standards should be on certain jobs. The Committee asked if this would be a group bonus or an individual bonus, and Mr. Anderson replied there was no decision made on that point, yet, but that the Management might consider a bonus by operations or by a complete job.

There being no further business, the meeting was adjourned.

/S/ P. D. HILEMAN

For the Company

/S/ H. C. BALDWIN

For the Alliance

(Testimony of Clarence L. Millman.)

RESPONDENT'S EXHIBIT No. 1-FFF

Minutes of the Labor Relations Council held Thursday, July 2, 1942. Mr. Art Starkey was a guest of the Committee of the P. M. P. W. A. and Mr. E. Collatz represented Mr. F. W. Osborne.

Mr. Millman opened the meeting referring to minutes of a previous meeting where a discussion was held on the possibility of placing a 5c premium on third shift. He informed the Committee the Management had decided to agree to this policy, making this premium effective at the beginning of the next pay period of July 5th, at which time this premium would be given to all employees who had been working the third shift steady 30 days or more.

Mr. Baldwin thanked the Management on behalf of the Committee, and brought up the subject of the joint - Management-Union survey of wages in comparable industries. He did not believe that increases in individual rates would solve the problem confronting the Committee, but thought a general increase should be made. He referred to the price ceiling and remarked he believed 50% of the merchants were not adhering to this ceiling; noted the probable greatly increased income taxes for 1942, as well as increases in vegetable, poultry and dairy products which have no ceiling prices.

The Management called attention to the fact that the increased cost of living had not yet increased more than the blanket wage increase granted in March, and informed the Committee the reason for

(Testimony of Clarence L. Millman.)

increased taxes was to absorb the inflationary buying power, and it was expected by Government officials that the standard of living of everyone would be drastically lowered. It was suggested that the Committee might have the wrong idea about the 10% withholding tax, believing this tax would be payable on gross income. This is not true, and any 10% tax which the Government may impose would be figured individually on an employee's taxable income.

Mr. Baldwin suggested we let this subject drop for the moment, and asked what the Management's decision was on the lead man rates for certain individuals. Management's reply was that they did not believe these rates were justified on these jobs since the men are now receiving more pay than any of their men in the department and are not formally charged with the operation of their department. It was stated that Mr. Starkey had increased production in the Plating Department and had cut down scrap, at the same time using less man hours, but Management replied that this was Mr. Starkey's job and he was being paid a Plater's rate for doing this job. He is the only man receiving the Plater's rate in the shop, and our rate is now higher than the average rate for other shops. A survey showed the aircraft rate at \$1.05, and one plating company at \$1.08. Starkey stated that according to the rate being given to grinders, he believed the Plating rate should carry the same, to which Management

(Testimony of Clarence L. Millman.)

replied the Plating was done by time element, whereas grinding was done to a tenth of a thousandth and it was considered a much higher skilled job. The Management asked a little time to consider this item.

Mr. Baldwin then stated the die makers felt they should have the same rate as the Class B Tool Makers, since they hold the same tolerance, but Mr. Kearns replied that the die making work was a repetitive job and could be done by a trainee, whereas the tool maker job was a varied and more difficult job, even though it often times did not hold the same tolerances. It could not be done without a considerable background of experience in general machine shop work. However, Mr. Baldwin asked that the Management consider an increase in this rate, and that he would present further facts at the next meeting.

Mr. Baldwin again referred to a general increase and Mr. Millman said if the company was financially able to make an increase it would gladly do so since it was our policy to give our employees the best deal possible, but such an increase at this time could not be given without weakening the financial structure of the company.

Mr. Hileman asked what the reaction would be to a percentage increase which would be withheld and paid at some later date in a lump sum. The Committee stated this probably would be acceptable.

(Testimony of Clarence L. Millman.)

Mr. Hileman reminded the Committee that all of this new machinery which we have been receiving is not all company owned, since the company must pay back approximately 22% of the cost of this machinery to the Defense Plant Corporation each year, and it was his responsibility to see that the company earned enough money to make these payments. He promised to consider the Committee's application and give an answer at the next meeting.

There being no further business, the meeting was adjourned.

/S/ P. D. HILEMAN

For the Company

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For the Alliance

RESPONDENT'S EXHIBIT No. 1-GGG

Minutes of the Labor Relations Council held Friday, August 14, 1942. Guests of the Committee were Harold King, W. L. Reddington and A. J. Smith. Guest of the Management was Carl Cummings. Mr. Millman introduced Mr. C. E. Gillie, who will be a Management representative.

Mr. Baldwin opened the meeting asking if an answer was available regarding the request for a blanket increase, or the possibility of receiving an increase to be paid in a lump sum at a later date. Mr. Millman replied that the Management did not

(Testimony of Clarence L. Millman.)

feel a general wage increase could be granted, especially in the face of the evident disapproval of the War Production Board, the Office of Price Administration and even the War Labor Board, except in cases where wages were sub-standard or no increase has been granted since January 1, 1941. Mr. Baldwin referred to recent increases which had been granted to the Standard Oil Company of California and General Electric Company, but Mr. Millman replied that these wage increases had been granted, but no increases had been made since the signing of their contract, while our employees had received one blanket increase and numerous individual rate adjustments. He referred to the recent increases granted the Little Steel Industries, in which the War Labor Board granted the 44c a day increase due to the fact that the cost of living between January 1, 1941, and July 1, 1942, had risen some 15% and wages in these companies had risen only 11%.

The Committee then asked for an answer to the request for a lead man rate in the welding and plating departments. Mr. Millman agreed these rates were justified, since the Management had very thoroughly checked into the situation and believed the record shown by these men justified their classification as Lead Men for these departments. He included the Tool Crib in this category, and promised the Lead Man's rate for the man in charge of the Tool Crib. He further stated that these men had never before been formally charged with the respon-

(Testimony of Clarence L. Millman.)

sibility of these departments, but from now on they would be completely responsible and would answer to their department heads only.

The Committee asked if a rate had been established on the Boromatic machine. Mr. Millman found that this rate had been established in January, 1942, but a rider had not been made for the contract. This would be taken care of at once.

The Milling machine was referred to, and it was suggested that a rate be set on this machine. Mr. Kearns stated these machines had been included under the Small Machine Operators, but suggested that a list be made up of all machines included in the small Machines rate and the Production Hand Screw Machine rate.

Mr. Miller asked that the tubing upsetter be included under the large upsetter, and the Management replied that this was understood to be the case. The Committee felt the screw press used on tubing should have the same rate as the large hammer, and Mr. King spoke up reporting this was one of the dirtiest jobs in the plant, there was no limit to the responsibility of the hammer operator, because if the operator did not give the proper instructions as to the results of the upsetting, to the upsetter operator, the scrap content would be very high. Mr. Kearns asked for a few days to check into this, but believed the argument had some good points.

Mr. Baldwin asked then for a statement from the

(Testimony of Clarence L. Millman.)

Management regarding equal pay for women. The Management replied this had been the intention, and knew of no case where women who were doing equal work with men were receiving less pay than the men. There were some jobs which would not carry an equal rate, however, due to the great amount of lifting which the women operators cannot do. It was suggested a survey be made by Mr. Kearns, Mr. Long and Mr. Miller of the various jobs which could be done by women and the amount of manual lifting required on each job. In the cases where much lifting is required, it will be necessary to furnish a man to do nothing but lifting for the girls. Mr. Hileman agreed where a girl does an equal job with a man she should have equal pay, but where another man's time is required to do part of the woman's job, a lower rate should be established.

The Committee referred to the Magnaflux operators in the Inspection Department who were now receiving the female inspectors rate, whereas this job had formerly been done by a man. Mr. Cummings replied the reason it had been done by a man was that he did not care to ask the girls to run these machines because of the dirtiness of the job and the constant lifting of pans.

There followed considerable discussion on this point, and the Management asked for 30 days to study this job, with one man in the Inspection Department representing the Union and Mr. Cummings representing Management.

(Testimony of Clarence L. Millman.)

Mr. Baldwin asked that the rate for female inspectors be increased, since many of those girls are now working alongside the men. While he realized they were not doing the same work, he did feel the rate should be a little higher. Mr. Millman agreed on this possibility, but asked a little time to check other plants on their female inspection rate.

Mr. Baldwin then asked for a higher rate on the Blanchard grinder, but the Management did not feel this justified since the operator was doing the same work he had been doing on the old grinder and the work was easier. The Committee referred to the increased responsibility since more operations are done at one time than on the old machine and an improper set-up would cause more scrap. **Management** replied the set-ups were much simpler and the operations greatly simplified and should help the operator cut down his scrap rather than give him the opportunity to make more scrap. However, it was agreed that a survey on this job would be made.

There being no further business, the meeting was adjourned.

/S/ P. D. HILEMAN
For the Company

/S/ H. C. BALDWIN
For the Alliance

GEORGE McINTIRE

resumed the stand and testified further as follows:

Direct Examination

(Continued)

By Mr. Watkins:

Q. Mr. McIntire, you are familiar, are you not, with a meeting which was held sometime in July of 1937 between some 15 or more employees, of the company, and the management, concerning a formation of an independent union?

A. I wasn't at the meeting at all.

Q. You are familiar with that particular meeting, are you, having heard testimony about it, or having heard the situation?

A. Yes, sir.

Q. Will you state whether or not you were present at that meeting?

A. No.

Q. When did you join the Alliance with respect to that meeting?

A. I couldn't be exact, but I would say near a year afterwards.

Q. At the time of this meeting were you a member of any outside labor organization?

A. C. I. O.

Q. Mr. McIntire, did you have a conversation with Mr. Victor Kangas sometime near the date of this meeting I have just been [682] referring to, about unions?

A. Yes, sir.

Q. Will you state approximately when it was with respect to this meeting.

A. About a week.

Q. A week before or after?

(Testimony of George McIntire.)

A. I would say a week before this meeting.

Q. In other words, it was within a week before.

Is that correct?

A. Yes, sir.

Q. Where did that conversation take place?

A. In the shop adjoining the two rooms, a small room we had there for maintenance work.

Q. Was anyone present in it besides yourself and Mr. Kangas?

A. No.

Q. Will you state what was said there?

A. I had called him over there and I had heard a rumor about the independent union, and I asked him what it was they wanted, the C. I. O., or if an independent union was going in. And he says they wanted the C. I. O., and he says, "We have got to get a move on, or this independent is going to beat us."

Q. Did you say anything to him about it?

A. And I told him that I wanted to know, that they had asked me to join the C. I. O., and if his interest was discontinued, why, I was going to drop out. [683]

Q. Was that all of the conversation at that time?

A. That's all that I recall. We might have talked of other minor things; I wouldn't say about that.

Q. That was all about that subject?

A. Yes.

Mr. Watkins: That is all.

(Testimony of George McIntire.)

Cross Examination

By Mr. Moore:

Q. When did you drop out of the C. I. O.?

A. I never paid any dues, from the time I talked to Mr. Kangas I never paid any dues up any more.

Q. Is that about the time you discontinued your C. I. O. membership, or affiliation? A. Yes.

Q. About the time you talked to him, just before this meeting of the employees with the management? A. Yes, sir.

Q. What was the substance of that conversation again?

A. I asked him if he still wanted the C. I. O. or if he was for this independent union, and he says, "Well, hell no; the C. I. O." That's the very words he used.

Q. He said he wanted the C. I. O.?

A. C. I. O., yes, sir

Q. You had originally joined the C. I. O. because he asked you to, hadn't you?

A. That's right. [684]

JAMES D. CREEK

a witness called by and in behalf of the respondent, having been first duly sworn, was examined and testified as follows: [688]

Direct Examination

By Mr. Watkins:

Q. When was it you were first employed by Thompson Products or Jadson Motor Products, its predecessor? A. About February, 1923.

Q. And you are still with the company, are you not? A. That's right.

Q. What is your present position?

A. Factory representative.

Q. Will you state, Mr. Creek, when you recall the first union activity down at this plant, that is, the Jadson plant?

Trial Examiner Whittemore: May I interrupt, if you don't mind, the words "factory representative" have a certain connotation in commercial enterprise. They also have in the union. Now, I want to know whether he is a factory representative or whether he is an employee of management, as a representative. A factory representative in the usual sense or term is a salesman.

The Witness: That is true in my case. I work in the sales department. I represent the factory in sales.

Trial Examiner Whittemore: You are not a production employee?

The Witness: That is right. [689]

Q. (By Mr. Watkins) Will you state when,

(Testimony of James D. Creek.)

around 1935, the first union activity occurred at this plant, that you know of.

A. As I recall, it was during the N. R. A., about the time the Fair Labor Standards were set up under that.

Q. Will you state what happened around that time, just as briefly as you can, where the union was involved?

A. At that time the employees had become pretty well dissatisfied with working conditions and when they found they were to be offered a chance for collective bargaining, they decided to look into it, and to try to affiliate with an outside union.

Q. What union was that?

A. They finally decided to go into the A. F. of L.

Q. The Machinists Local of the A. F. of L.?

A. That is right, the Machinists Local.

Q. Was any election held under the N. R. A. down there?

A. Yes, there was.

Q. Who was on that ballot?

A. The A. F. of L. and what we termed "The Employees Association."

Q. Was there any discussion among the employees at that time as to whether or not the company had an interest in this Employees Association? [690]

A. Yes. I recall that was discussed and most of we older men came to the conclusion that it was company-dominated.

Q. At this election do you recall which union was elected as the bargaining agent?

(Testimony of James D. Creek.)

A. A. F. of L.

Q. Do you remember what the vote was on it?

A. As I recall, it was about two to one in favor of A. F. of L.

Q. Then after that time—strike that, please.

After the A. F. of L. was elected, did you go on any A. F. of L. committee?

A. No. I wasn't on an A. F. of L. committee. I was on a committee previous to the election to contact the employees.

Q. Did that have anything to do with the A. F. of L.?

A. No. After the election was held I held no office with the A. F. of L.

Q. Do you still retain your membership with the A. F. of L., or did you, after that time?

A. No, I do not.

Q. You do not now? A. I do not now.

Q. How long were you a member of the A. F. of L.?

A. I was never really in it. I applied for membership and paid part of the initiation fee, but I don't recall ever having paid any dues. [691]

Q. Were there quite a few of the other men who did similarly, do you know?

A. I beg your pardon?

Q. Where there quite a few of the other men who did the same thing?

A. That is right, a number of them.

Q. Do you know why they dropped out, and why you dropped out of the A. F. of L.?

(Testimony of James D. Creek.)

A. Well, we attended some A. F. of L. meetings and thought perhaps they would help us in getting better wages and better working conditions. But practically no effort was made by them to do this, so we just considered the initiation fee and dues were not worth what we were getting, so it just died.

Q. Now, going to the period in 1937, oh, around July of 1937, did you attend any meeting of a group of 12 or 15 or 20 employees which called upon the management in regard to formation of a union?

A. No, I didn't attend that meeting.

Q. You were not present?

A. No, I was not.

Q. When was the first time that you heard about this call by the employees on the management, about an independent union?

A. I heard about it that afternoon after working hours, the same day that this meeting was held.

Q. Yes; and from whom did you hear it? Let's hear what you [692] did hear about it at that time.

A. Well, some of the fellows approached me and asked if I would come to a meeting that they were holding this evening to try to get this thing started. [693]

Q. Can you state who approached you concerning it?

A. Well, I think I remember one or two. I recall Wayne Kangas was one, and I believe Ed Fickle was another.

Q. Was Lou Porter another one of them?

(Testimony of James D. Creek.)

A. No, Mr. Porter never did approach me on the subject.

Q. Do you recall any application cards that were passed out at any time during this period, that is, application cards for membership in the independent union?

A. The first I recall seeing any such cards was at the first meeting which was held.

Q. Where was that first meeting held?

A. That was at an electric shop in Maywood.

Q. An electric shop in Maywood?

A. That's right.

Q. Do you know anything about a collection that was made among the men for the purpose of buying cards or supplies, or anything of that kind?

A. Yes, I recall a collection was made amongst some of the fellows and the money was turned over to me to buy paper, or stuff we would need to kind of carry us on, to start the dues coming in.

Q. Now, then, going back again to the cards, I believe you testified the first time you saw the cards was at the first meeting. Was that first meeting in the electrical shop?

A. That's right. [694]

Q. Was that an electrical shop in Maywood?

A. That's right.

Q. How many employees were present?

A. I would say between 40 and 50.

Q. Who had the cards at that meeting?

A. I don't know exactly, I don't exactly recall. I just know I came in possession of them after I

(Testimony of James D. Creek.)

was appointed chairman of the constitutional committee. They were turned over to me.

Q. Do you remember who turned them over to you?

A. I believe a fellow by the name of Dean Gardner.

Q. What did you do with the cards after you obtained them at that meeting?

A. Well, part of the cards that were turned over to me already had some signatures on them; part of them were just blank. As I recall, we gave out some of the cards to various of these men to pass out down at the gate, at the plant.

Q. Did you yourself pass out any of the cards?

A. I never did pass out any of the cards.

Q. What was done besides this at the first meeting in the electrical shop, that you mentioned?

A. Well, they decided to elect a committee to draw up constitution and by-laws, the first step.

Q. Was that substantially all that took place at this meeting in addition to what you have already related? [695]

A. As I recall, Les Bebb was in some way made chairman pro tem of this meeting, and I think the first thing he did was to get up and read sections of the Wagner Act, regarding labor standards, what we could do and what we couldn't do, and so forth.

Q. Was that at the first meeting or the second meeting?

A. That was the first meeting.

Q. Who was appointed on this committee, this so-called constitutional committee?

(Testimony of James D. Creek.)

A. Well, there was Lester Bebb, George Fickle and Floyd Pfankuch and myself, Luther Leatherwood.

Q. Then, what was the next step that that committee took with respect to organizing the independent?

A. Well, we met in the home of one of the committee men, I believe, on the following evening, to more or less, oh, get our ideas together on what we would want in the way of a constitution and by-laws.

Q. You had some discussion there on that, did you?

A. That's right. Each one made suggestions of what they thought we ought to have.

Q. Did you discuss, then, about going to some lawyer concerning it?

A. Yes. We decided that would be the thing to do, to get an attorney that we felt we could trust, to draw up this document for us. [696]

Q. Who selected the attorney?

A. Well, I think the final say in the selection, was Mr. Schooling, who was at that time, I believe, city attorney of Huntington Park.

Q. I see. Then, what did you do with respect to interviewing Mr. Schooling?

A. Well, I believe the following day after our meeting that we went to see Mr. Schooling. I think there was Mr. Bebb and Mr. Leatherwood and myself made the first visit.

Q. Did you take anything with you when you

(Testimony of James D. Creek.)

went to see Mr. Schooling, any form of constitution, or anything of that kind?

A. We had no form drawn up. I believe I had a few notes jotted down as to what the discussion was the previous evening.

Q. Those were only notes which you had?

A. That's right. We just told him verbally about all we would want.

Q. What did you ask him to do?

A. Well, he told us he would frame the constitution along those lines and he would submit it to us the next day for our approval.

Q. Did he tell you about the Wagner Act and those provisions?

A. Yes, I believe that's one of the first things he did when we went in, is to read the Wagner Act to sort of guide us as to what we could do.

Q. Subsequent to that did you obtain the constitution from [697] Mr. Schooling?

A. That's right.

Q. You picked it up or how did you go about getting it?

A. The full committee went over, I suppose that must have been the following day, to take a look at this constitution, and we read it over and made a few minor changes. I remember one specific change was in the name.

Q. What did you do with this constitution after that? Did you take it to the second meeting? Is that correct?

A. That's right; we had a second meeting.

(Testimony of James D. Creek.)

Q. Then, state briefly what happened at the second meeting with respect to this constitution?

A. Well, Mr. Bebb, read the constitution and we then asked for a vote on it as to whether that would be acceptable to the members.

Q. Did you take a vote on it at that meeting?

A. That is right.

Q. Yes. Did Mr. Schooling draw any by-laws for you?

A. I don't believe there were any by-laws on the original constitution. There might have been one or two, but most of the by-laws were attached, they were drawn up by the committee and attached after the original constitution was drawn.

Q. Do you know who actually paid the fee of Mr. Schooling?

A. Well, it was paid by the committee through myself and Dean Gardner. [698]

Q. You yourself have personal knowledge of that?

A. That is right; I signed the check.

Q. At this first meeting that you had with the attorney, was there any discussion of names for your independent union?

A. Yes, I think we discussed that somewhat.

Q. Had you discussed it, your committeemen, prior to going to the attorney?

A. Yes, we discussed that too.

Q. Will you state what the discussion was, as nearly as you can recall, with respect to a name for the union, the Alliance?

(Testimony of James D. Creek.)

A. Well, several names were offered, as I recall, and finally we decided to adopt the Pacific Parts Workers Alliance.

Mr. Moore: Pardon me; may I have the last question and answer?

(The record was read.)

Mr. Moore: I will move the answer be stricken on the ground it is not responsive to the question.

Mr. Watkins: I might say, not to argue, Mr. Examiner, but it may be a little more than was asked in the question, but I can obtain the same answer by asking another question.

Trial Examiner Whittemore: I think that is true. It goes a bit beyond, but I will permit it to remain, and deny the motion to strike.

Q. (By Mr. Watkins): Did you at these discussions finally decide on the name to be used? [699]

A. We did.

Q. What name did you decide on?

A. Well, the first name was Pacific Parts Workers Alliance.

Q. Did you decide at a later time on a different name?

A. Yes, at the time of our first meeting, with the attorney, after giving it some thought, I decided that that was not specific enough.

Q. Then, did you and the committee decide to make a change in the name while you were discussing it with the attorney? A. Yes.

Q. What name did you decide on at that time?

(Testimony of James D. Creek.)

A. Pacific Coast Motor Parts Workers Alliance.

Q. I show you Board's Exhibit 3, which purports to be the constitution, and I will ask you if that is the constitution which was presented at the second meeting and approved by the members as you have related?

A. Is this the original that was submitted by the Alliance?

Q. Yes.

A. Well, I will say that was, then.

Q. Now, I direct your attention to the name at the top of it: Pacific Motor Parts Workers Alliance, with some word stricken out. Do you know anything about the word stricken out and why it was stricken out?

A. Yes, that was "Coast."

Q. Was there any discussion of that? [700]

A. Yes. We had discussed Pacific Coast Motor Parts Workers Alliance, and in the final analysis decided that was too long, and asked the attorney to delete "Coast", just leaving Pacific Motor Parts Workers Alliance. But evidently, through a typographical error, his secretary included it in the original draft. So, we just scratched it out and wrote it P. M. P. W. A.

Q. Mr. Creek, referring again to these application cards, did Mr. Louis Porter ever give you any application cards?

A. No, he did not.

Q. Did Mr. Hodges, Mr. Lyman Hodges, ever give you any of those application cards?

(Testimony of James D. Creek.)

A. He did not.

Q. Around this period of time, that is, the period of the formation of the Alliance, was there any discussion among any of the men, in which you participated, about the advisability of forming an independent union as against an outside union?

A. Well, at what time?

Q. Around the time of the formation of the Alliance, either immediately before or immediately afterwards?

A. Well, I know there was quite a lot of discussion around the time.

Q. Did you yourself have some discussion with some of the men about the advisability or inadvisability of forming an [701] independent union?

A. Yes, I did.

Q. Will you state about when this took place—strike that, please.

Were you at the time for or against the independent union?

A. Well, I would say that I was neutral.

Q. All right. Will you state when you had discussions about the advisability or inadvisability of forming an independent union?

A. Well, I would say it was immediately after the first meeting I attended.

Q. Do you remember with whom you had your discussions?

A. Well, I know with Wayne King, and with Ed Fickle I did.

(Testimony of James D. Creek.)

Q. In these discussions was an experience with the A. F. of L. related in any way?

A. Yes, it was.

Q. Was any experience which you had had with the C. I. O. related in any way?

A. It was.

Q. Will you state what you said with regard to both matters?

Trial Examiner Whittemore: What is the materiality of this, Mr. Watkins?

Mr. Watkins: I think it is material with respect to the following question, Mr. Examiner. [702]

Trial Examiner Whittemore: Suppose you put the following question and never mind this one. I don't know what materiality this has. This was after the organization was under way.

Mr. Watkins: All right. I will put the following question, then.

Q. (By Mr. Watkins): Did you or did any of the other men at any time express yourselves as desiring to go ahead with the independent, and then if it didn't work out, turn it over to the C.I.O.?

A. Yes. I remember one man making that statement to me.

Q. Do you remember when that occurred?

A. This is the time I referred to, one of these conversations.

Q. Do you remember who it was?

A. It was Ed Fickle.

Q. Mr. Ed Fickle?

(Testimony of James D. Creek.)

A. That's right. [703]

Q. How long have you been acquainted with Mr. Wendell Schooling?

A. I had never met him before this first visit.

Q. Why did you go to him?

A. I believe one of the committee members suggested him.

Q. Who was it?

A. I don't know if I could say definitely. I think it was Les Bebb, but I wouldn't be sure.

Q. You and Bebb and Leatherwood went up there? A. That's right. [706]

Q. When did you leave the plant down here in Bell, California?

A. How do you mean, by left it?

Q. Well, where were you transferred? You are not there now, are you? A. No.

Q. When were you transferred?

A. In February, 1939.

Q. February, 1939? A. That's right.

Q. How long did you remain president of the Alliance? A. Just for one term.

Q. That would be until what date, or approximately what date? A. Until August of 1938.

Q. After that did you hold any office in the Alliance?

A. No, I relinquished my office and also gave up my membership.

Q. At the time you ended your term in office?

A. Beg pardon?

(Testimony of James D. Creek.)

Q. At the time you ended your term in office?

A. That was immediately after the election in August, 1938.

Q. You resigned from the Alliance?

A. That's right.

Q. Were you promoted at that time?

A. Yes. That was when I was put in the sales department. [707]

Q. How long after this election of a new president was it until you were promoted?

A. I would say possibly 30 days.

Q. During the time that you were president of the Alliance did you know you were going to be promoted after your term ended?

A. Well, I didn't know until just about the time of the election.

Q. Had you applied for a position opening in the sales department?

A. I had.

Q. And you applied while you were still president?

A. No. I applied before the union was ever started.

Q. Oh, you applied long before?

A. Not long before. I believe it was about April, about the time Thompson Products took over.

Q. Your testimony was that you never received cards from anyone at the plant then?

A. That's right.

Q. These membership cards you never received?

A. That's right.

Mr. Moore: That is all.

(Testimony of James D. Creek.)

Trial Examiner Whittemore: Anything further, Mr. Watkins?

Mr. Watkins: No, sir.

Q. (By Trial Examiner Whittemore): What was your job before [708] you were made a salesman?

A. I was experimental—I was in charge of maintenance at the factory.

Q. From what period on?

A. Oh, I would say that was about, oh, possibly six months before I put in the sales department. Before that, I was experimental tool maker.

Q. And how long were you an experimental tool maker?

A. Well, from the time, approximately the time I came back to Thompson Products in 1937 until that time.

Q. You came back to Thompson Products when in 1937?

A. Just about the time they took over; I believe it was about April of 1937.

Q. That is, you were an experimental tool maker at this time this association was formed?

A. That's right.

Q. As experimental tool maker what were you? In charge of other tool makers?

A. No. Down there I was directly under the chief engineer in development of new processes or ways of making special dies of special jigs or fixtures; new production methods.

(Testimony of James D. Creek.)

Q. Were you working with the men or just working with the chief engineer?

A. Well, I wasn't working with any men. I mean, I was more or less to myself. [709]

Q. You were not in production?

A. No, I was not in production.

Trial Examiner Whittemore: All right.

Q. (By Mr. Moore): One other question: You say you were in charge of maintenance until you were made a salesman?

A. Yes, that's what I would say; I had two men working for me.

Q. Who has that job now?

A. I believe a Mr. Beach.

Q. Glen Beach? A. Glen Beach.

Q. Do you know when he took it over?

A. No, it was after I left or was transferred, and I don't know just exactly when he came with the company.

Mr. Moore: All right.

Trial Examiner Whittemore: Thank you.

Mr. Watkins: Wait a moment, please.

Trial Examiner Whittemore: Just a moment; I believe Mr. Watkins has another question.

Redirect Examination

By Mr. Watkins:

Q. Mr. Creek, when you were doing this experimental tool work did you have anybody working under you? A. I did not.

Q. You spoke of Mr. Leatherwood being a setup

(Testimony of James D. Creek.)

man. What was his job on or about July of 1937?

[710]

A. I believe that he was an electric upsetter operator.

Q. Was he a setup man at that time?

A. I couldn't definitely say but I don't believe that he was.

Mr. Watkins: That is all.

Trial Examiner Whittemore: Anything further, Mr. Moore?

Mr. Moore: Just one moment. Will you please read the first question on the redirect examination?

(The record was read.)

Recross Examination

By Mr. Moore:

Q. Ed Fickle was doing experimental tool work too, wasn't he?

A. I believe he took over after I was transferred to sales.

Q. About what date would that be?

A. I believe that was about September of 1938.

Q. He took the job you had been doing?

A. That's right.

Mr. Moore: That is all.

Mr. Watkins: Just one other question.

Redirect Examination

By Mr. Watkins:

Q. Were you in charge of maintenance during any of the time that you were in office in the Alliance?

(Testimony of James D. Creek.)

A. I believe so, possibly the last, I would say probably the last three or four months.

Q. Did you have power to hire and fire any men? A. No, I did not. [711]

CLARENCE MILLMAN,

recalled as a witness by and on behalf of the respondent, having been previously duly sworn, was examined and testified further as follows:

Direct Examination

(Continued)

Mr. Watkins: Could I have these marked for identification as Respondent's next in order, please?

(Thereupon the documents referred to were marked as Respondent's Exhibits 5, 6 and 7, for identification.)

Q. (By Mr. Watkins): Mr. Millman, I show you a copy of a letter dated June 13, 1942, marked Respondent's Exhibit 5 for identification, and I would like to have you examine that and state whether or not that is a copy of a letter which you sent? A. That is right.

Q. Was the original of that letter either sent by mail or delivered to the executive committee of the Alliance? A. It was delivered. [712]

Q. Delivered personally?

A. By my secretary.

Q. By your secretary?

A. Yes.

(Testimony of Clarence Millman.)

Q. Will you please state what was the reason for writing Respondent's Exhibit 5 for identification?

A. Yes. Jim Crank had come into my office—
Mr. Watkins: Just a moment, will you, please. I would like at this time to offer Respondent's Exhibit 5 for identification.

Mr. Moore: I have no objection.

Trial Examiner Whittemore: All right. The document is received.

(Thereupon the document heretofore marked for identification as Respondent's Exhibit No. 5, was received in evidence.)

RESPONDENT'S EXHIBIT No. 5

June 13, 1942.

Executive Committee,
Pacific Motor Parts Workers Alliance,
Bell, Calif.

Gentlemen:

It has been brought to my attention that your committee is engaging in some union activities on company time.

Please understand that while the company does not attempt to prevent any union activity on company property, it does insist that no union activity of any kind be conducted on company time.

The company feels that since you are being paid for eight hours work, it is only reasonable to expect eight hours work from each man, and the company

(Testimony of Clarence Millman.)

does not intend to pay any man for union activity.

Please pass this word to your fellow members, and any person found engaging in union activity during working hours will be subject to disciplinary measures.

Very truly yours,

THOMPSON PRODUCTS, INC.

WEST COAST PLANT,

C. L. MILLMAN,

Personnel Manager.

CLM: CW

Mr. Watkins: Will you read the answer as he has so far given it?

(The record was read.)

The Witness: He said, "Mills, you have heard a report about the C.I.O. activity on company time," he said, "I could give you the names of several P.M.P.W.A. men who are organizing on company time."

I replied, "Jim, the same orders went for each one in the plant, and if the fellows had been doing union activity on company time it was without my knowledge and I would see [713] it was stopped, in so far as it was possible for me to stop it."

That was the reason I wrote the letter to the executive committee.

Mr. Watkins: I might say, Mr. Examiner, that we didn't get them marked in the order I wanted them, but that is unimportant.

(Testimony of Clarence Millman.)

Q. (By Mr. Watkins): After you—please examine Respondent's Exhibit 6 for identification, and I will ask you if that is a copy of a letter you either sent or had delivered to the executive committee of the Alliance. A. It is.

Trial Examiner Whittemore: What date does that bear?

Mr. Watkins: It bears the date of October 16, 1941. I will now offer Respondent's Exhibit 6 in evidence.

Trial Examiner Whittemore: Any objection?

Mr. Moore: No objection.

Trial Examiner Whittemore: It is received.

(Thereupon the document heretofore marked for identification as Respondent's Exhibit 6, was received in evidence.)

RESPONDENT'S EXHIBIT No. 6

October 16, 1941.

To the Executive Committee,
Pacific Motor Parts Workers Alliance,
Bell, California.

Gentlemen:

It has been brought to my attention that a P. M. P. W. A. Committee meeting was held on October 10th, between the hours of 3:30 and 5:30 p.m., which was attended by three members of your Committee after punching in their time cards at 3:30.

It has been the policy of the company to allow

(Testimony of Clarence Millman.)

the labor relations conferences between the Executive Committee of the P.M.P.W.A. and the Management representatives, on company time, in order to allow a Committee member credit for eight working hours in one day.

In other words, if a meeting is called at 2:30 p.m. members of the Committee who are working day shift will be paid the time from 2:30 until 3:30. At the conclusion of the meeting, these men should go to the Foreman and have their cards marked out at 3:30. Members of the Committee who are working the second shift have their cards punched in by the Foreman at 3:30.

The company does not pay for meetings held by the P.M.P.W.A. Committee.

Very truly yours,

THOMPSON PRODUCTS, INC.
WEST COAST PLANT.

C. L. MILLMAN,

Personnel Manager.

CLM: CW

Q. (By Mr. Watkins): Mr. Millman, I show you Respondent's Exhibit 6, and will you tell me what was the occasion for that letter being sent to the executive committee of the Alliance?

A. Mr. Stewart, who is the company's auditor, came to me [714] one day asking me if a union meeting with management had been held on Octo-

(Testimony of Clarence Millman.)

ber 10th. I told him it had not. He said, "Well, several of the boys have checked their time cards out, as attending a union meeting," so I told him it must have been a committee meeting, that they were not to be paid for.

Q. What distinction do you make between a union committee meeting and a meeting with management?

A. Well, a committee meeting is a meeting held among the members of the executive committee to decide somewhat what they want to bring to management's attention. A union meeting with management is one in which we get together with the executive committee across the conference table and discuss the different problems.

Q. Yes. As to the meetings where the committee met with management, did you deduct anything from the employees, members of the Alliance who attended that meeting?

A. Not if the meeting was scheduled to take place during a regular working shift.

Q. In other words, as to any meeting scheduled during a regular working shift, and as to such men who were members of the committee, they were paid for that time. Is that correct?

A. That is right. If a man was working from 3:30 to midnight and the union meeting was scheduled at 3:30, they were paid from 3:30 until such time as they got out of the meeting. [715]

Q. That is true of the executive committee meetings with management?

(Testimony of Clarence Millman.)

A. With management.

Q. Did the management authorize any meetings, union meetings, other than that?

A. Not to my knowledge.

Trial Examiner Whittemore: Off the record.

(Discussion off the record.)

Trial Examiner Whittemore: On the record.

Q. (By Mr. Watkins) I show you, Mr. Millman, Respondent's Exhibit 7 for identification, and will ask you if that is a copy of a document prepared by you and posted, or which you had posted under your direction? A. It is.

Q. What was done with it? Was it given to the foremen and supervisors, or was it posted, or what?

A. It was given to all foremen and supervisors, placed on their time cards.

Q. I show you Respondent's Exhibit 7 for identification and will call your attention to a date at the top of it in red. Is that what you put on there?

A. Yes. I put that on there at the time I placed it on the file. The secretary made up the paper, and left the date off.

Q. Do you know what date the notice was drawn and given to the men? [716]

A. It was June 1st.

Q. June 1st of 1942? A. 1942.

Mr. Watkins: We offer this as Respondent's Exhibit 7 in evidence.

Mr. Moore: No objection.

(Testimony of Clarence Millman.)

Trial Examiner Whittemore: All right. The document is received.

(Thereupon the document heretofore marked for identification as Respondent's Exhibit No. 7, was received in evidence.)

RESPONDENT'S EXHIBIT No. 7

Foreman's Bulletin

Thompson Products, Inc.

6-1-42

To All Foremen & Supervisors:

It has come to my attention that some of the supervisory personnel are engaging in practices which might be construed as coercive in regard to the labor activity which is now going on in our shop.

It must be understood by everyone that the management has no desire whatsoever to participate in any union activity, and the supervisory personnel must be especially careful that they commit no acts or make no voluntary statements which would be considered influencing an employee in his choice of labor representation.

This is an especially crucial time, and it is very necessary that no member of the management group do anything which would place the management in an unfavorable light concerning union activities.

I shall be glad to discuss this personally with any of you at any time you find convenient.

C. L. MILLMAN

Personnel Manager

(Testimony of Clarence Millman.)

Q. (By Mr. Watkins) Mr. Millman, you stated a moment ago with respect to the meetings by the Alliance on company time, that to your knowledge it had never been done. Did meetings of that character on company time come to your attention, for the first time prior to your sending Respondent's Exhibit 6?

A. There was a meeting of October 10th which occasioned this letter, which is the one which was brought to my attention.

Q. Was that the first time this matter had been brought to your attention?

A. That's right.

Q. Has any such matter been brought to your attention subsequent to the date of Respondent's Exhibit 6? A. No, sir.

Q. Mr. Millman, have you ever seen organizers of any outside [717] union near the gates at the plant? A. I have.

Q. Doing what?

A. Handing out literature.

Q. Was any direction of any kind given by you with respect to that operation?

A. Yes. The captain of the guards came in one night and asked me how far they were allowed to go.

Q. Can you state about when this was?

A. January, 1942.

Q. Yes.

A. And I told the captain that he do nothing as

(Testimony of Clarence Millman.)

long as they stayed off company property. They were not allowed to come inside the gates.

Q. In other words, they were not to be on company property inside the gates?

A. That is correct.

Q. But nothing was to be done about it as long as they stayed outside. Is that correct?

A. That is right.

Q. Did the Alliance at any time request of you any list of employees? A. They did.

Q. Can you state, first, of what character?

A. They asked for a list of new employees as they were hired. [718]

Q. Yes. Do you remember about when this was?

A. I believe that was probably—I don't know; it would have been October or November of '41.

Q. Do you remember who asked you, specifically? A. Mr. Baldwin.

Q. Do you remember what you stated to him?

A. I told him I wouldn't give him any list of employees.

Q. Was anyone present at this conversation besides you and Mr. Baldwin?

A. I believe not.

Q. Did you ever furnish Mr. Baldwin or anyone connected with the Alliance with any list of new employees? A. No.

Q. Mr. Millman, I believe that Mr. Elmer Smith testified that some time in November or December of 1941 you made a statement to the effect that be-

(Testimony of Clarence Millman.)

fore the company would recognize the C. I. O. it would close its plant and move back to Cleveland. Do you ever remember any conversation to that effect with Mr. Elmer Smith? A. I do not.

Q. Would you say whether or not you ever made such a statement to him? A. I never did.

Q. Either stating that, or that in substance?

A. That is right. [719]

Q. Did you ever make such a statement to anyone? A. No.

Q. Did you make any statement in form or substance that you would go through a strike before you would submit to the C.I.O.? A. No, sir.

Q. Either to Mr. Elmer Smith or to anyone else? A. To no one.

Q. You have an employee named Mr. Weisser?

A. Weisser, W-e-i-s-s-e-r.

Q. Is that the correct spelling of it?

A. That is right.

Q. What is his official capacity at the present time?

A. Supervisor of heat treat department.

Q. How long has he been in that position?

A. About two years.

Q. What did he do prior to that, do you know?

A. He was a heat treater.

Q. A heat treater; he had no supervisory duties?

A. No.

Q. What about Mr. Beach? What is his full name? A. Glen Beach.

(Testimony of Clarence Millman.)

Q. What is his present position?

A. He is supervisor in the maintenance department.

Q. How long has he been in that capacity? [720]

A. About two years.

Q. What did he do prior to that time?

A. He was a maintenance man, and electrician.

Q. Prior to that time did he have any supervisory capacity?

A. He was called the chief electrician.

Q. Did he have any power to hire or fire men?

A. No.

Q. You also have an employee name Little. Is his name Charles Little? A. That is right.

Q. What is his capacity at the present time?

A. He is a tool grinder.

Q. A tool grinder? A. That is right.

Q. Does he have any men under him, any men who he is in charge of? A. No.

Q. Has he ever been in a supervisory capacity of any character? A. No.

Q. Did you hear the testimony here, Mr. Millman, about some obscene instrument or lewd instrument which was displayed at the plant some time back? A. Yes, I did.

Q. When did you first hear about the incident after it [721] occurred at the plant?

A. It was on a Monday morning.

Q. From whom did you first hear about it?

A. From the captain of the guard.

(Testimony of Clarence Millman.)

Q. What was stated to you?

A. He told me that the object had been displayed in the shop the day before, on Sunday, and that Mr. Leatherwood had had it.

Q. Did the guard say to you what happened or what the result was of the display of this instrument?

A. He said there was a great deal of laughter about it. That's all.

Q. What did you do about it?

A. I went to Mr. Kearns, who was general manager; I told him I understood one of the foremen had been seen displaying this object; that it would be a very good idea for him to stop this display of the object, because I didn't want any member of management to be showing such a thing, and that it took too much time.

Q. Did you check with Mr. Kearns after that to see what had happened about it?

A. The next morning.

Q. What did he say?

A. He told me he had stopped it.

Q. Mr. Millman, are you aware that some of the membership [722] meetings of the Alliance were held on Sundays? A. Yes.

Q. Do you know when they first started, approximately?

A. They have been held on Sundays ever since I have been with the company.

Q. Was there any request made of you by any-

(Testimony of Clarence Millman.)

body from the Alliance to work out shifts conveniently for the Sunday meetings of members of the Alliance?

A. No, sir, no request was made to me.

Q. Do you know whether or not any arrangement was made by the company to make any change in shifts for those Sunday meetings?

A. I believe an arrangement was made with Mr. Kearns, general superintendent.

Q. You personally are not familiar with what it was? A. No.

Q. Do you know whether or not you had full operation on Sunday?

A. No, there was a skeleton shift.

Q. Only a skeleton shift during this period on Sundays? A. That is correct.

Q. You still only have a skeleton shift on Sundays?

A. It is considerably larger than it was then, but it is not a full shift.

Q. Mr. Millman, I will show you Board's Exhibit 9 and that is [723] the one that refers to certain employees perhaps being ineligible to participate in the Alliance. I will ask you whether or not you got that out and what the occasion for it was.

A. Yes, I put the notice out. It was either Mr. Smith or Mr. Baldwin who came to me one morning saying that several of the men who were considered supervisory employees were engaging in union activities at the election; they were at that time members of the Alliance. After some discus-

(Testimony of Clarence Millman.)

sion of it they suggested some of the fellows who were at the meeting, that they were referring to—it was decided they had better have those fellows resign.

Q. With respect to these names which appear on Board's Exhibit 9, did any of them at this time have the power to hire or fire?

A. No, none did.

Q. In other words, the Alliance approached you on it and said they felt they were considered supervisors by the management and should be out, and that was what—

Mr. Moore: One moment, please. I object to that as not being in accordance with his testimony.

Trial Examiner Whittemore: I will sustain the objection.

Mr. Watkins: I will strike the question. I understood him to say Mr. Baldwin came to him.

Trial Examiner Whittemore: He said Mr. Baldwin or Mr. [724] Smith.

Mr. Watkins: I see.

Q. (By Mr. Watkins) Can you identify with any more certainty who it was came to you concerning it? A. No, I can't.

Mr. Watkins: I think that is all.

Cross Examination

Q. (By Mr. Moore) Mr. Millman, does the company operate a benefit fund for the benefit of its employees?

A. No. Just what do you mean by a benefit fund?

(Testimony of Clarence Millman.)

Q. Well, I was going to ask you what the benefit fund is. You do have a benefit fund, do you not?

A. There is an old guard welfare fund.

Q. You don't have anything that you call a benefit fund? A. No.

Q. Did you have in 1941? A. No.

Q. Wasn't an election held between the old guard and the Alliance to see which one was going to operate the benefit fund?

A. There was, yes.

Q. What was that fund that you were trying to make a decision on?

A. That was a fund which they wanted to set up.

Q. Who wanted to set up? [725]

A. Well, the boys in the shop. It was designed to pay a man—well, they had paid dues, at first, of a dollar a month, or whatever they decided on. Then, for an employee who was sick for three or four days he would be paid two or three dollars a day out of the benefit fund to take care of his lost wages and it would take care of a man who had been injured in an accident in the shop, take care of the first week before his workmen's compensation started.

Q. Who first suggested it might be a good plan to have such a fund?

A. I think the plan had been in effect several years before.

Q. Where? A. In the shop.

Q. It had become dormant? A. Yes.

(Testimony of Clarence Millman.)

Q. Was such a fund set up in 1941?

A. No.

Q. Never has been? A. Never has been.

Q. Will you describe this election that was held between the Old Guard Association and the Alliance?

A. Well, there were some of the fellows in the shop felt the Old Guards should handle it so each one would be eligible to belong to it. If the union held it no one but union members would be allowed to join it. The election was held [726] to make a decision, to decide which organization would run the benefit fund.

Q. What type of ballot was used on that?

A. It was a mimeographed ballot explaining the benefit fund, and with blank spaces for them to mark whether they wished the Old Guard to have it or the union to have it.

Q. Were those mimeographed ballots passed out to all employees? A. Yes.

Q. Which organization won in that election?

A. The Old Guards.

Mr. Watkins: I submit, Mr. Examiner, this has no bearing on the issues involved here, and I object to it on that ground.

Trial Examiner Whittemore: I do not see the materiality.

Mr. Moore: I think it does. Mr. Millman has not described the Old Guard Association yet. I think when he does the materiality of it will be plain.

(Testimony of Clarence Millman.)

Trial Examiner Whittemore: Well, is this to be brief?

Mr. Moore: Yes. I am just going to ask him now to describe the Old Guard Association, and that will conclude it.

Trial Examiner Whittemore: All right.

Q. (By Mr. Moore) What is the Old Guard Association?

A. It's an honorary organization of employees who have been with Thompson Products for five years or more. It is divided up into various classes: Five, ten, fifteen years, and on up [727] to 25. There are pins given to designate the class. A man automatically belongs to the Old Guard Welfare Association if he has completed five years service.

Q. Is there an Old Guard Welfare Association too?

A. Well, it's the Old Guard Association, is the title of it.

Q. I see. Any member of the company may belong to that? A. Oh, yes.

Q. It has no collective bargaining purposes?

A. No.

Q. Will you describe what bulletin boards are now in the plant?

A. There are, there is the company bulletin board, which is placed right outside of my office; there is a union bulletin board just alongside the company's bulletin board, and there is a safety bulletin board.

(Testimony of Clarence Millman.)

Q. Where is that?

A. Well, it is along the same corridor but perhaps 50 feet down.

Q. Are there headings on the bulletin boards to indicate clearly which is which? A. Yes.

Q. The name of the union is on one. Is that right? A. That's right.

Q. And the name of the company is on another?

A. That is right. [728]

Q. Is there a heading on the other bulletin board?

A. A heading has been made up. I don't know whether it has been placed or not.

Q. You testified to a conversation with Mr. Crank and you stated he came in to complain about activities of the Alliance. Did you give the entire conversation that was had on that occasion?

A. Mr. Crank opened the conversation with a protest against the obscene object. I told him that had been taken care of, that I had stopped it, so far as I was able. He then told me that—well, the conversation I have related about union activity; that was all.

Q. Then what did you say?

A. That was all the conversation.

Q. Nothing was said about his criminal record?

A. Oh, yes. Yes. I just received Mr. Crank's fingerprints from the F.B.I., for the fingerprint record, and I asked him to give his version of what was shown in the fingerprint record which I had.

Q. What was shown?

(Testimony of Clarence Millman.)

A. It was shown that on one occasion in Loveland, Colorado, he had been picked up by the police, with no disposition made. A few days later it was shown to be he was put in the State Reform School, and I have forgotten the name of it. It's in Colorado; and on one occasion after that, recently, I [729] believe in 1941, he had been picked up in Long Beach on suspicion of car theft.

Q. Was there any particular reason for your discussing that with him at that time?

A. I discussed it with all employees who had fingerprint records.

Q. You would have called him in, in due course, and discussed it with him? A. That is right.

Q. Mr. Millman, are you familiar at all with the company's accounting records?

A. Well, from my only contact with them, which is usually the time cards.

Q. Do you know whether or not the time men spend on various jobs is charged to a particular account? A. It is.

Q. To what account is the time spent in these council management meetings charged?

A. Well, I don't know the exact name of the account.

Q. Do you know whether or not time spent at committee meetings just among members of the Alliance committee has been charged to that account? A. Not that I know of.

Q. That bulletin to the supervisory employees,

(Testimony of Clarence Millman.)

was that put out just after that obscene object was displayed around [730] the plant?

A. May I see the bulletin?

Q. It is Respondent's Exhibit 7.

A. Yes, that was what it concerned.

Q. Would you say about two days after?

A. I wouldn't say the exact date or the exact length of time; it was shortly after; it was still fresh in my mind.

Q. Was that the immediate event that called this forth? A. That is right.

Q. Was there anything else that this was intended to stop?

A. It was intended generally to review in the foremen's and supervisors' minds the fact they were to keep their hands off any union business.

Q. There was nothing specific, though, except this—

A. Except the obscene object.

Q. What is the first name of the man named Weisser, that you have testified about?

A. It is Charles E.

Q. Is he called Ted? A. That is correct.

Q. He was a member of the executive council of the Alliance for some time, was he not?

A. Yes, he was.

Q. Was he a supervisor at the time he was a member of that?

A. Well, he was not then considered so by the management. [731]

(Testimony of Clarence Millman.)

Q. What did you say was the occasion for the posting of Board's Exhibit 9?

A. That was either Mr. Smith or Mr. Baldwin, I am not sure which, who had come into my office reporting that these men had attended union meetings. They didn't feel, since they were considered supervisory by the employees, they didn't feel they should be allowed to attend union meetings.

Q. Did you draw up the wording of this notice?

A. Yes, I did.

Q. Did you have in mind a National Labor Relations Board's ruling, or was that just a convenient way to start?

A. No, I had seen one, a report on one from one of the manufacturers' associations.

Q. How long before you posted this had you seen that?

A. You have got me there; I don't know.

Q. Well, was it a considerable time?

A. It was within a few weeks.

Q. Within a few weeks?

A. That is right; three, maybe four weeks.

Q. How was it this was not posted at the time you saw that?

A. In the month of September I had been ill. I was in the hospital for a little over a week and when I came back to work, I only worked about three hours at a time for the month of September. When I finally began to spend all my time at my desk, it was piled about so high (indicating), and it was just [732] carelessness that I never got

(Testimony of Clarence Millman.)

around to do it until it was brought forcibly to my attention by the men on the committee.

Q. I will ask you this question: Did the work of any of these men change at the time this notice was posted? Did their duties change?

A. No.

Q. Did their duties change anywhere near the date this was posted? A. No.

Q. Within a few months? A. No, no.

Q. They continued to perform the same duties after that which they had before?

A. But they were from then on considered part of the supervisory force.

Q. (By Trial Examiner Whittemore) Let me get that clear: They were on the supervisory force before this time?

A. The management until then had not so considered them.

Q. They were doing the same work?

A. That is right.

Q. But the management changed its mind as to what their duties were at that time?

A. The rulings which the Labor Board had put out at that time—the management had not considered them as part of the [733] management force, because they did not have the right to hire and fire. But the rulings of this particular case—I don't remember the details—the Labor Board had decided as long as a man had laid out work and was considered in the eyes of the employee as a super-

(Testimony of Clarence Millman.)

visor, or part of management, that he was responsible for management's actions.

Q. (By Mr. Moore) Have you ever taken any disciplinary action as a result of the instruction contained in Respondent's Exhibits 5, 6 and 7?

A. Which ones are they now?

Q. They are the two letters, and the notice. I will show them to you.

A. Oh, yes. No, we haven't.

Q. Do you know when the original charge in this case was filed? Was it before or after Respondent's Exhibits 5 and 7 were issued?

Mr. Watkins: It was in the year of 1941, around about that, wasn't it?

The Witness: By the original charge you mean with the Labor Board here?

Mr. Moore: Yes.

The Witness: Oh, that was, I think that was in May of 1942.

Mr. Watkins: The reason I asked that, Mr. Examiner, is that the question is misleading. One of the letters is dated [734] October 16, 1941 and the other was in 1942.

Mr. Moore: I said Respondent's Exhibits 5 and 7.

Mr. Watkins: I am sorry.

The Witness: I thought you meant all three of them.

Q. (By Mr. Moore) They were filed before either exhibits 5 or 7 were issued? A. No.

(Testimony of Clarence Millman.)

Mr. Moore: May we have the last question and answer?

The Witness: Yes. I think I am a little confused about it myself.

Trial Examiner Whittemore: Does the record show when the original charges were filed?

Mr. Moore: It is not part of the formal exhibits.

Trial Examiner Whittemore: Well, do you know? Can Mr. Watkins stipulate to that, then? I don't think you need to ask the witness, because it would be perfectly apparent.

Mr. Moore: The purpose of my question was to make it apparent. I don't have the date right here, but I can get it in a moment.

Trial Examiner Whittemore: Well, why don't you get it? That will take care of it; unless the witness knows. Do you know?

The Witness: No, sir. I think it was in May.

(A short recess was taken.)

Mr. Moore: May it be stipulated the original charge in [735] this case was filed May 1st, and that the company was notified by letter mailed to them dated May 1, 1942?

Mr. Watkins: Yes, it is so stipulated.

Trial Examiner Whittemore: What was that date?

Mr. Watkins: May 1, 1942. I think it should also be stipulated, Mr. Moore, that the letter sent to the company did not detail the charges with respect to this matter that is now being discussed. It was just general.

(Testimony of Clarence Millman.)

The Witness: That was the Hess case, wasn't it?

Mr. Moore: I will agree to the stipulation.

Q. (By Mr. Moore) Does Mr. Charles Little have any helpers? A. No, not now.

Q. What is his rate of pay?

A. It's about a dollar—it's probably about a dollar five.

Q. What is his payroll classification?

A. Tool grinder.

Q. Do you have any other tool grinders who are receiving that much pay?

A. I don't think so. The others are quite new men. There is only one other.

Q. Did Mr. Charles Little ever discuss with you the competency of any men working in the tool crib?

A. No.

Q. He never did? A. No. [736]

Q. Did you ever ask him whether or not they were competent? A. No.

Q. Do you know whether or not he leaves written instructions for men coming into the tool crib on the shift succeeding the one on which he works? A. I don't know.

Q. Do his duties require him to do that?

A. He is no longer in the tool crib.

Q. In 1941, did his duties require him to do that?

A. I don't know. I don't think so.

Q. Do you know about how often the Alliance has held meetings of its full membership?

(Testimony of Clarence Millman.)

A. Recently I believe they have held them about once a month.

Q. In your experience was it always on Sunday?

A. Yes.

Q. Have you ever discussed with Mr. Kearns any arrangement to be made so that the men may be off during the time those meetings are in progress?

A. Yes. About a month ago they were holding their elections. Mr. Kearns said that they had requested that the plant be closed, or else a skeleton shift, so that all men could attend the election.

Q. Did he say who requested it?

A. No, he said the union has asked. [737]

Q. Was that matter of closing down for a period on Sunday so that the men could attend meetings ever made the subject of collective bargaining, in any executive council-management meeting?

A. I don't believe so. I don't have any recollection of it.

Q. Not, at least, in any meeting that you attended? A. That is right.

Q. Have you attended most of them since you have been there?

A. I have attended, I believe, all of them since I have been there.

Q. When did you go there?

A. September 16, 1940.

Q. How are the men notified that a different shift will be working on Sunday when it is planned to shut the plant down for a short period of time?

A. I wouldn't know.

(Testimony of Clarence Millman.)

Q. You don't know how they are notified?

A. No.

Q. Back in 1941 did the men request to be allowed to work on Sundays?

A. Occasionally yes. There was quite a lot of argument about who would work on Sundays. It's an overtime day.

Q. You worked just a skeleton shift, you said, didn't you?

A. That's right.

Q. And do you know what method was used to pick these men [738] that were going to work these shifts?

A. By the work that was needed.

Q. And you do not know what method was used to notify them that the modified shift would be worked on days when an Alliance meeting was scheduled?

A. Well, I know what method was used when they were notified to work on Sundays; but so far as any notification as to whether the shift would be changed for the union meetings, I wouldn't know anything about that.

Q. What hours did the shift run on days when there were Alliance meetings?

A. I don't know that; so far as I know it was still 7:00 to 3:30.

Q. The same as days on which there were no meetings?

A. That is right.

Q. You mean, then, the men that worked on Sundays would only work, say, five hours instead of seven?

Mr. Watkins: Just a minute. I think you are

(Testimony of Clarence Millman.)

putting words in the witness' mouth, and misconstruing the testimony of Mr. Millman, and I object to the question on that ground.

Trial Examiner Whittemore: The witness will testify what he means. I will overrule the objection.

The Witness: May I have the question read?

Mr. Moore: I will restate it for your benefit.

Q. (By Mr. Moore) On Sundays when the Alliance held [739] meetings and the plant closed down for a period, did the men work as many hours as they did on Sundays when no Alliance meeting was held?

A. I believe in some cases they did.

Q. So that they started earlier on those days?

A. Possibly, or they may have worked later.

Q. Do you know? A. I don't know.

Q. Are you there on any Sundays when the work is in progress? A. Lots of Sundays.

Q. What time did you go to work when an Alliance meeting was scheduled?

A. I have never gone to work on Sundays. My only contact has been to stop by the plant for some specific work.

Mr. Moore: I have no further questions.

Mr. Watkins: That is all.

Trial Examiner Whittemore: Just a moment, please.

Q. (By Trial Examiner Whittemore) How is the work of the supervisor of maintenance carried out?

(Testimony of Clarence Millman.)

A. He has his men divided up into crews of two or three men. He lays out the work each one of the crews will do.

Q. And he makes a continual check to see how the men are getting along? He orders the supplies for that department in that plant?

A. That is it. [740]

Q. And he is responsible for these men under him? Is that it? A. That is right.

Trial Examiner Whittemore: All right.

Mr. Watkins: No questions.

(Witness excused.) [741]

JAMES D. CREEK

resumed the stand and further testified as follows:

Mr. Baldwin: I would like to have these marked for identification.

Trial Examiner Whittemore: They will be marked Alliance Exhibits 1 and 2.

(Thereupon the documents referred to were marked as Alliance Exhibits Nos. 1 and 2, for identification.)

Direct Examination

(Continued)

By Mr. Baldwin:

Q. Will you identify Alliance's Exhibit 1?

A. I can.

Q. To what has it reference?

(Testimony of James D. Creek.)

Trial Examiner Whittemore: First ask him what it is.

Q. (By Mr. Baldwin) What is this, Mr. Creek?

A. It is a check drawn on the account of Pacific Motor Parts Workers Alliance account.

Q. To whom is it made out?

A. To L. A. Porter.

Q. Is that your signature on there?

A. It is.

Q. Could you possibly recall what it was for? [744]

A. As I recall it was for some cards, and I believe the rental of some chairs or something, of that order, that was furnished at one of these meetings we had in Maywood at the electrical shop, for some incidental expense.

Mr. Baldwin: I would like to offer this in evidence. Will you mark this for identification.

(Whereupon the document referred to was marked Alliance's Exhibit No. 3 for identification.)

Trial Examiner Whittemore: Do you have any objection, Mr. Moore?

Mr. Moore: No objection to No. 1.

Trial Examiner Whittemore: Mr. Watkins?

Mr. Watkins: No.

Trial Examiner Whittemore: All right. The document is received.

(Whereupon the document heretofore marked Alliance's Exhibit No. 1 for identification was received in evidence.)

90-975 BELL BRANCH 90-975

Bank of America

NO. 3

Aug. 22 19 37

BELL, CAL.

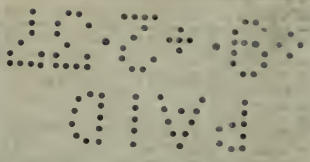
\$ 4 ²/₂ M

Porter

PAY TO THE ORDER OF
J. E. FISHER, OFFICIAL REPORTER
222 North 3rd St
San Francisco, Cal.

Pacific Motor Part Workers Alliance
James H. Creek Pres.
Dean Gardner, Sec. & Treas.

PAY TO THE ORDER OF
SECURITY FIRST NATIONAL BANK OF LOS ANGELES
Joe Tiscardi
LOS ANGELES
90-903
SEP 2 1937
ANY PAY TO THE ORDER OF BANK OR THROUGH
LOS ANGELES CLEARING HOUSE
Security - 17th National
Bank of Los Angeles 16-3



(Testimony of James D. Creek.)

Q. (By Mr. Baldwin) Can you identify Alliance's Exhibit No. 2? A. I can.

Q. What is it?

A. It's a check drawn on the Pacific Motor Parts Workers Alliance account.

Q. And to whom is it made out? [745]

A. To Schooling & Wayte.

Q. Can you state what it was for?

A. It was for services rendered by their firm in drawing up a constitution for the Alliance.

Q. Is that your signature on there?

A. It is.

Mr. Baldwin: I would like to offer this.

Trial Examiner Whittemore: Is there any objection, Mr. Moore?

Mr. Moore: No objection.

Mr. Watkins: No objection.

Trial Examiner Whittemore: All right. The document is received.

(Whereupon the document heretofore marked Alliance's Exhibit No. 2 for identification was received in evidence.)

90-975 BELL BRANCH 90-975

Bank of America

No. 10

NATIONAL TRUST & SAVINGS ASSOCIATION'S BOARD

INCORPORATED IN CALIFORNIA

BELL, CAL. 1937

370
37
PAY TO THE ORDER OF

1937

EXHIBIT NO. all items 2 - last

CASE NO. 20-88

DATE 10/7/48

WITNESS Frank

\$ 50.00

DOLLARS

EPHRAIM F. FISHER, OFFICER REPORTING

Pacific Motor Parts Workers Alliance

James H. Lopez Pres.

Don Gardner Sec & Treas

all items on 2-1-d

370
37

Wheeler & Day

SEP 18 1937
RECEIVED
GENERAL INVESTIGATIVE DIVISION
U. S. DEPARTMENT OF JUSTICE

(Testimony of James D. Creek.)

Q. (By Mr. Baldwin) Can you identify Alliance's Exhibit 3? A. Yes, I can.

Q. What is it?

A. It is a card that was turned in to me in regard to these cards and chair rentals, covering this check to L. A. Porter.

Q. Do you know who turned that card in to you?

A. As I recall, Mr. Porter turned it in to Mr. Gardner, our secretary at that time, and requested payment for these items. [746]

Q. Did you pay Mr. Porter for those items?

A. We did.

Mr. Baldwin: I offer this in evidence.

Trial Examiner Whittemore: Any objection, Mr. Moore?

Mr. Moore: No objection.

Trial Examiner Whittemore: Mr. Watkins?

Mr. Watkins: No objection.

Q. (By Trial Examiner Whittemore): Was this made out by Porter?

A. As far as I know. He was the one turned it in, and as far as I know he made that up and presented it to us requesting payment for those items.

Q. Who did he pay it to, do you know?

A. Dean Gardner, the secretary. He turned it to us and asked if we wanted to make payment, and I told him we would, and we did. It is covered by that check.

Mr. Baldwin: You might compare the signature at the top and the endorsement of the check. And it might help you some.

(Testimony of James D. Creek.)

Trial Examiner Whittemore. All right. The document is received.

(Whereupon, the document heretofore marked Alliance's Exhibit No. 3 for identification, was received in evidence.)

ALLIANCE EXHIBIT No. 3

L. A. Porter, Pd.

Application cards	\$3.35
Chair rent	1.00
Card box	.24
	<hr/> <hr/>
	4.59

Q. (By Mr. Watkins): Mr. Creek, I show you Board's Exhibit 6, which is an application card for membership in the Alliance, [747] and I will ask you whether or not you know whether this Alliance's Exhibit 1 was in payment for the cards like that?

A. It was.

Q. Mr. Creek, did Mr. Lewis Porter have any active part in the formation of the Alliance during any of the period you were associated with him?

A. He did not.

Q. If you had been told that Mr. Porter was one of the leaders of the Alliance what would your attitude have been?

Mr. Moore: I object to that.

Trial Examiner Whittemore: I will sustain the objection.

Mr. Watkins: Mr. Examiner, I would like to be heard on it if I may, before the ruling.

(Testimony of James D. Creek.)

Trial Examiner Whittemore: All right.

Mr. Watkins: I feel that it is rather important in getting at the seat of the problem here, as to the attitude of the men if they had thought Mr. Porter had anything whatsoever to do with this matter. I think it goes to two points; one is the general way that Mr. Porter was regarded in the plant by the other men, evidence of which has been blocked off before by the Examiner by formal rulings; second, is whether or not the men had any knowledge whatsoever of any participation by Mr. Porter, and if they had knowledge, whether or not they had been suspicious of it.

Trial Examiner Whittemore: I have no objection to your [748] asking if they have knowledge. But my ruling there was simply on as to what his attitude might have been if he had had that knowledge; it could be only purely speculation anyway at this time, five years from the time this happened.

Mr. Watkins: That is one of the difficulties. There is too much speculation five years back. We have complained about that all the way through.

Trial Examiner Whittemore: There has been no speculation as to the facts. The speculation would be as to his attitude five years ago. You know yourself it is extremely difficult for anyone under the most simple conditions; but to speculate as to an attitude, that is objectionable.

Mr. Watkins: My argument was made with respect to the question I asked.

(Testimony of James D. Creek.)

Trial Examiner Whittemore: I have no objection to your asking questions as to the facts, or even as to what his attitude might have been under certain facts. But I don't care to have speculation on what his attitude might have been under certain facts which this witness testified do not exist.

Mr. Watkins: All right.

Q. (By Mr. Watkins): Mr. Creek, if Mr. Lewis Porter had instituted this independent union movement, what would your attitude have been with respect to the independent?

Trial Examiner Whittemore: That is the same thing, Mr. Watkins. [749]

Mr. Moore: I will object to that.

Trial Examiner Whittemore: I will sustain the objection.

Mr. Watkins: No further questions.

Recross Examination

By Mr. Moore:

Q. Did you ever talk to Mr. Porter about payment for those cards?

A. I don't believe I ever did, personally, no.

Q. Do you know where he got the cards?

A. I don't believe he told me that.

Q. How do you know he had them printed?

A. I don't know that he had them printed.

Q. Why did you pay for them?

A. Well, the cards were there.

Q. Somebody must have had them printed. Is that right?

(Testimony of James D. Creek.)

A. Evidently, and when he presented his bill for them I had no way of refusing payment on them, because the cards had been presented to me.

Q. No one else ever presented a bill for them?

A. It was presented to the secretary, Dean Gardner, who had turned the cards over to me, so naturally, I would assume we had taken care of the matter.

Q. You would have assumed that Dean Gardner had ascertained the bill was genuine?

A. That is true.

Q. Did anyone else ever present a bill during that period [750] for having cards printed?

A. Not for having cards printed, no.

Q. When did you change the heading or the name that appears on your membership cards?

A. It was actually changed at the—well, the final name as it was accepted, at the second meeting with the attorney.

Q. Was that before the constitution and bylaws had been signed, or after that?

A. That was before.

Q. When did you have the cards printed with the present name on them?

A. I don't recall the exact date. It was immediately after the organization was formed, the constitution was signed, and all. I believe I would be safe in saying during that week or the following week that I had the cards printed, the membership cards.

Q. You had them printed yourself?

(Testimony of James D. Creek.)

A. I did.

Q. And you paid for them by check?

A. That's right.

Q. Where did you have them printed?

A. At Huntington Park, The Signal, in Huntington Park.

Q. At a newspaper? A. That's right.

Q. Did you ever call in the old style cards and issue new [751] ones to replace them?

A. After this thing was actually started and the signatures were on the constitution, we practically quit using these application cards.

Q. Which type of card was it that you presented to Mr. Livingstone when you demanded recognition of the Alliance?

A. It was this card; the one we have on exhibit.

Q. The one that is Board's Exhibit 6?

A. I believe that is the number. It's the card shown me awhile ago.

Q. Yes. How many members did you have at the time you showed those to Mr. Livingstone?

A. I don't recall exactly, but I believe it was somewhere around 55.

Q. About what percentage was that?

A. As near as I remember, it was about 70 per cent.

Q. About 70 per cent?

A. Roughly speaking.

Q. You say Lou Porter, according to your ob-

(Testimony of James D. Creek.)

ervation, was not active in the formation of the Alliance?

A. Well, if I may, I would like to have the last question Mr. Watkins asked and my answer read. I want to be sure I was clear on that.

Mr. Moore: Very well. May we have the record read?

Trial Examiner Whittemore: All right. [752]

(Whereupon, the question was read:

“Q. Mr. Creek, did Mr. Lewis Porter have any active part in the formation of the Alliance during any of the period you were associated with him?

“A. He did not.”)

The Witness: That first part was what I had reference to. That’s what I wanted clear. During my time in the organization of this, Porter did not have anything to do with it.

Q. (By Mr. Moore): He did have cards printed, though? A. That was before my time.

Q. You think the cards were printed before this?

A. They were printed before I attended the first meeting in Maywood.

Q. Were you convinced at the time this bill was presented to you that Mr. Porter had had cards printed?

A. I felt I could rely on that, inasmuch as the secretary of the organization told me the cards had been printed.

(Testimony of James D. Creek.)

Q. Your statement then that he was not active at all in the formation of the Alliance will have to be changed somewhat, will it not?

Trial Examiner Whittemore: That wasn't your testimony.

The Witness: I wouldn't say so. He might have been acting simply as a messenger boy, to pick up the cards. So far as I know, he didn't have the cards printed. He simply picked up the cards, turned them over to us, evidently paid for them [753] out of his own pocket, and we reimbursed him.

Q. (By Mr. Moore): Do you recall Mr. Porter being at the first meeting?

A. He was not, to my knowledge.

Q. Do you know on what day of the week the meeting was held?

A. I don't know the day of the week, but I believe it was July 29, 1937.

Q. Was Ray Hailey there? A. He was.

Q. Was he there when you arrived?

A. He was.

Q. Did he leave at any time during the evening?

A. Not to my knowledge.

Q. Was Mr. Porter at the second meeting?

A. I couldn't say for sure positively; he might have been.

Q. Is it at the second meeting you recall the constitution was signed? A. That's right.

Q. Do you know whether or not he signed the constitution?

(Testimony of James D. Creek.)

A. I don't know if he signed it, and if he did I don't know he signed it there. All the signatures on the constitution were not obtained at that second meeting.

Trial Examiner Whittemore: Didn't you testify yesterday they were all made at this meeting?

The Witness: I don't think so. [754]

Trial Examiner Whittemore: Some one of the witnesses called yesterday testified they were all made at that meeting.

Mr. Moore: That is my recollection.

Trial Examiner Whittemore: You are sure you didn't testify the signatures were made at the meeting?

The Witness: Pretty sure.

Trial Examiner Whittemore: The record will show.

Mr. Moore: In view of that, I think I should ask two or three more questions on that.

Trial Examiner Whittemore: All right.

Q. (By Mr. Moore): About how many signatures did you get at that August 3rd meeting?

A. As I recall there were about 43.

Q. Where were those signatures placed, with reference to the typed portion of the document?

A. I believe it was at the end, following the end of the typed part. I don't recall.

Q. Did you start right under the last typing and get signatures in rotation? That is to say, did you place the first signature right under the typing and the next signature right after?

(Testimony of James D. Creek.)

A. Right on down; that is right.

Q. Do you recognize this signature which appears on the first page of signatures in Board's Exhibit 3, at about line 25, as that of L. A. Porter?

[755]

A. It seems to be, yes.

Q. Could you compare it with Alliance's Exhibit 1 and say whether or not it is?

A. It seems to be approximately the same.

Q. With Mr. Porter's signature in that position with reference to the remaining signatures, would your testimony be that he was at the meeting or that he was not?

A. I would say that he was at that second meeting after seeing his signature in that position.

Q. Let me ask you: Was the portion of the constitution reading: "Signed this 3rd day of August, 1937, at Maywood, California," inserted after the signatures had been obtained?

A. No, I would say that it was put on there before. That is my handwriting.

Q. Do you recall crowding that portion of those words: "At Maywood, California," in between the first signature and the line above?

A. Well, that would be hard to say.

Mr. Moore: That is all.

Mr. Watkins: Mr. Baldwin.

HOWARD BALDWIN

resumed the stand, and testified further as follows:

[756]

Trial Examiner Whittemore: You have already been sworn?

The Witness: Yes, I have.

Cross Examination

(Continued)

By Mr. Watkins:

Q. How long have you been employed at Thompson Products, or at Jadson, its predecessor?

A. About two and a half years.

Q. What type of work do you do?

A. Electrician.

Q. Electrician? A. Electrician.

Q. How long have you been president of the Alliance?

A. A little less than a year.

Q. Has anyone in your family had any active part in labor organizations prior to this?

A. Well, yes; my grandfather started Local No. 2 in Chicago; that is the Theatrical Stage Hands Local, and my dad has been in that organization for about 35 years, I believe.

Q. That is the American Federation of Labor?

A. Yes.

Q. Mr. Baldwin, did you ever hear a statement made by anyone connected with management of Thompson Products, or Jadson Motor Parts Company, to the effect that if either the A. F. of L. or

(Testimony of Howard Baldwin.)

C. I. O. got into the plant, that it would be closed and moved back to Cleveland?

A. No, sir. [757]

Q. Anything in substance to that effect?

A. No, sir.

Q. I show you Board's Exhibit 9, which is a notice with respect to certain employees deemed to be supervisory. I will ask you if you are familiar with that notice? A. Yes, I am.

Q. Are you familiar with how it came about?

A. Yes.

Q. Will you state any conversation that you had with anyone connected with the company with respect to Board's Exhibit 9.

A. I spoke to Mr. Millman in respect to the men on this sheet, on Board's Exhibit 9, and there was some question in my mind, or rather there was some question in my mind and also some of the other boys in respect to these men.

This happened right after our September, final election. And we—I cannot tell exactly the conversation, but it was brought on by an interpretation of a Board's—it was an interpretation of the Board's order.

It was written up in a little book which we had in our possession, and it stated, I believe, in that book that it didn't make any difference whether a man could hire or fire, that if he was leading anybody, why, there was question of him being a supervisor.

(Testimony of Howard Baldwin.)

So, we brought this to the attention of management at the time. I believe Mr. Smith and myself were the chief [758] instigators of this, of our bringing it to the attention of management in respect to these men.

Q. Mr. Baldwin, did you ever seek to obtain any permission from the management to obtain members or collect dues on company time?

A. Would you repeat the question?

Q. Strike it, please. I will reframe it.

Did you ever obtain any permission from management, you or your union, to solicit members to the Alliance, or collect dues for the Alliance on company time?

A. No, sir.

Q. Were you ever cautioned by anyone about any such activity on company time?

A. Yes, sir.

Q. On more than one occasion?

A. Yes, sir.

Q. Can you state about when this occurred?

A. Possibly the first time it happened may be last February, I would say.

Q. Who talked to you about it?

A. Well, Mr. Kearns talked to me about it.

Q. What did he say to you?

A. Well, Mr. Kearns cautioned me about our action and made reference to the fact he couldn't permit anybody else to do it, and we couldn't do it either. [759]

Q. Was that the substance of what he stated to you?

(Testimony of Howard Baldwin.)

A. That was the substance of what he stated.

Q. Did the Alliance ever obtain any permission from the company to hold company meetings on company time or property?

Mr. Moore: Objected to unless it is limited to time.

Trial Examiner Whittemore: No. I will permit the witness to answer.

The Witness: Would you read the question, please?

(The question was read.)

The Witness: No.

Q. (By Mr. Watkins) Any meetings of any of the committees of the Alliance?

A. You mean did we have permission to hold any meetings?

Q. Yes; any meetings of any character, did you have permission to hold.

A. No, none that I know of.

Q. Did you attend any meetings of any of the committees of the Alliance on company property?

A. Yes, I did.

Q. Were any of these meetings held on company time? Strike that, please.

Were any of these meetings held while the men were working?

A. Well, that, I couldn't state exactly, whether they were working. I know that on occasion one or two men of our committee would be working, say, a swing shift. We usually held [760] our meetings after work at 3:30, and at that time the

(Testimony of Howard Baldwin.)

committee member who was working would usually inform us that he was working and that he didn't have time. And most of the time if the business was just one or two items we might state to him what action we were taking, or what we were going to do, and we would tell him so that he would have knowledge of it, and he would usually leave us; and possibly sometimes only three of us would be left, maybe four. And the secretary did not always attend, because his position at that time didn't permit him to attend, because he was doing overtime work, and he was not always there to take minutes or notes of the meetings.

I think that is just about all.

Q. Yes. Where were such meetings held as you refer to?

A. Well, there was a little room on the, well, it wasn't exactly a room; it was just a little enclosure by some metal. It was really an arc welding room, and whoever was president at the time would say, "Well, I will meet you boys back there and talk for a few minutes."

Q. Was this room used for anything?

A. No, it wasn't very often.

Q. Could you be observed in that room by somebody else?

A. We couldn't have been observed, I don't believe, unless someone made a point to try to listen or try to swing the swinging door, although there was an opening at the bottom [761] but it went only as high as about six feet.

(Testimony of Howard Baldwin.)

Q. How many of such meetings would you say you attended?

A. In that particular spot, probably three.

Q. Mr. Baldwin, there has been some testimony here about meetings of membership of the Alliance on Sundays.

A. Yes, sir.

Q. Can you state when the practice started, meeting of membership on Sundays, membership meetings?

A. When the practice of meeting on Sunday started?

Q. Yes.

A. I can't recall just when it did start. I mean, that was in practice when I joined the Alliance.

Q. I see. How frequently were those meetings held?

A. They were held once a month, but I think at that particular time, that is, I will say in 1940, around May of 1940, those meetings weren't held always once a month. It all depended upon the business that had to be taken up. Sometimes they would skip a month and it would be every two months they had a meeting.

Q. Do you know of any instances in which C. I. O. meetings were held at the same time for the workmen at Thompson's plant?

Mr. Moore: Objected to.

Trial Examiner Whittemore: Oh, I will permit the witness to answer, if he knows.

(Testimony of Howard Baldwin.)

The Witness: Yes, sir. [762]

Q. (By Mr. Watkins) Can you state about how many such meetings have been held say, during the past year or year and a half?

A. You mean the same as our meetings?

Q. Yes.

A. I think I can safely say three.

Q. Are meetings still held on Sunday? Membership meetings?

A. Yes, sir, they have been.

Q. During the period of these meetings that you mention, have the men been required to work on Sundays?

A. Well, there was no requirement for them to work on Sundays; they were asked to work on Sundays.

Q. Did you have a full shift on Sundays?

A. To the best of my knowledge, there wasn't a full shift on Sunday.

Q. What would you call it?

A. Oh, I don't think it was even a skeleton crew.

Mr. Watkins: That is all.

Redirect Examination

Q. (By Mr. Moore) You say you never asked for permission to solicit members on company time?

A. No, sir.

Q. Have you ever solicited members on company time?

A. What do you mean by soliciting? I mean, going up and—

(Testimony of Howard Baldwin.)

Q. Just state what you do when you see a new man come into [763] the plant and you think perhaps he might be interested in joining the Alliance?

A. Since I have been president out there the boys have approached him at lunchtime, or out in the lunchroom.

Q. What have you done?

A. I haven't been very active, so far as the solicitation of membership has been concerned. It has been primarily up to the committeemen.

Q. You do go over to a new man when you see him come in there and introduce yourself, don't you?

A. Not when I see him come in.

Q. I don't mean the moment he comes in, but—

A. Oh, you mean when I see a new man in the plant?

Q. Yes.

A. Well, I have went over and introduced myself to him, yes.

Q. About how many times has that happened?

A. Oh, I should judge maybe three or four or five times.

Q. What would you tell him on those occasions?

A. Outside of introducing myself and saying I was president of the PMPWA, and say, "How are you getting along," I wouldn't say any more.

Q. You didn't ask him to join, though?

A. No.

(Testimony of Howard Baldwin.)

Q. Did anyone caution you to stop that practice?
A. Yes, sir. [764]

Q. Who was that? A. Mr. Kearns.

Q. Did you stop it? A. Yes, we did.

Q. That was about February of this year?

A. We were cautioned more than once.

Q. When was it you stopped?

A. Well, we stopped after each cautioning.

Q. And then began again?

A. That is right.

Q. How long would you stop after each cautioning?

A. Do you want me to be frank about it?

Q. Yes.

A. We stopped just as long as the other organization stopped when they were cautioned.

Q. About how long would that be?

A. About a week, maybe, or two, or maybe three, if it was exceptionally good.

Q. Was any disciplinary action ever taken against you for soliciting on company time, other than warnings which you have mentioned?

A. No, there was never any personal disciplinary action against me. That is, I mean they never took it that it was myself alone, but they always cautioned me, because I was considered as the leader of the organization, and it was up [765] to me to police my own organization and to warn my own fellows.

Q. Was any disciplinary action ever taken

(Testimony of Howard Baldwin.)

against any Alliance members for soliciting on company time?

A. Well, at the time I was in, that I don't know; I couldn't say.

Q. You testified you did not at any time ask permission to hold either membership meetings, or council meetings, on company property, did you not?

A. We never requested that.

Q. Had the council—

A. Wait; I might say this: I haven't requested it since I have been president of the organization. If there was any request made prior to my being president, that I couldn't state, because I never was told that had been requested or not.

Q. All right. Even when you were not president, do you know whether or not the one you succeeded ever held a meeting on company property?

A. That I don't know. I don't know whether it even held meetings.

Q. You have never seen them hold a meeting on company property?

A. Not myself, no.

Q. When you had a conversation with Mr. Millman about these men that you didn't want in the Alliance—

A. Yes.

Q. —what did you say to him? [766]

A. Well, I will try and tell you the best I can. First of all, I would like to tell you how come it was brought up, and I think that will straighten it out.

Q. Go ahead.

(Testimony of Howard Baldwin.)

A. Mr. Smith and I had talked about it.

A. Mr. Elmer Smith; he and I talked about it

Q. You are speaking of Elmer Smith?

in a general way. We usually talked between ourselves, usually at lunch-time, and Mr. Smith showed me two books he had procured. I don't know just what they were. I think one was written by an attorney, and he pointed out different paragraphs in the book pertaining to what would be considered supervisors, and he said at the time, and I never verified it, that the Board had something in the Act, in reference to supervisors, that it would take in anybody who led in the work. Then I believe, I can't state for sure, but I think Mr. Smith said something to Mr. Millman in regard to that, and I also talked to him myself about it.

Q. To Mr. Millman? A. To Mr. Millman.

Q. I wish you would repeat that conversation, as nearly as you can.

A. Well, it was just a general——

Q. Who opened the conversation? I want to get what was said, if we can. [767]

A. Well, I had made a reference to the books to Mr. Millman. I told him what I had seen there in reference to these men, and I wondered about their position in the plant. I don't remember whether he stated to me at that time, whether it was he or Mr. Kearns, but they stated, so far as the management knew, that they hadn't considered them in a supervisory capacity; and I explained to them then from the book. I said, "Well, this in-

(Testimony of Howard Baldwin.)

interpretation of the Board's Act was that these men would be considered supervisors if they did any leading in the work."

Q. You told him that?

A. Yes, that was the substance of the statement I made to him. I think, I am not positive, but I think Mr. Millman said, "Well, I will have to speak to," whoever the superintendents were, I believe, at the time, "and ask them about what the capacity of the men was."

Q. Is that all you said there?

A. In respect to that matter, I believe it was.

Q. Didn't he ask you how the membership of the Alliance felt about it?

A. No, sir.

Q. Did he understand you were speaking just for yourself?

A. Well, no. I believe he considered me as part of the Alliance; I was on the committee at the time.

Q. Had you discussed this construction of the National Labor [768] Relations Act with the membership?

A. I had only talked at a meeting, at one meeting, we talked about it. That is, prior to the time I talked to Mr. Millman, and prior to the time that, I believe, Mr. Smith talked to Mr. Millman, we had talked about it at a short meeting we held; the following meeting, I believe it was. I think Mr. Hess was present and Mr. Smith and myself and Frank Osborne, I believe were present at that time.

(Testimony of Howard Baldwin.)

Q. Why did you go to Mr. Millman with that problem?

A. It wasn't a problem that we took to him. After all, consider it this way: That these men, after all, if they were just considered as working men, I mean, working for a living, on an hourly paid rate, there would be no incentive for us to just say, "Well, they are supervisors, and let's throw them out." If you were still going to be covered under our contract, if the work wasn't entirely supervisory, they were entitled to some representation with management. If management considered them supervisors—in other words, take whatever constitutes supervisory work; why, then, it would be up to them to take care of the men the best way they could; and we didn't want them in the Alliance because we couldn't do any good anyway.

Q. Did you consider expelling them from the Alliance?

A. I don't know just how you mean by expelling them from the Alliance. We might have requested that they—— [769]

Q. My question is: Did you consider any action towards getting them out of the Alliance?

A. Not right at that time, no.

Q. Any action by the Alliance, I mean.

A. Not right at that time. We wanted to determine, first—we didn't want to kick out members unless they should actually be put out.

(Testimony of Howard Baldwin.)

Q. Did you leave it up to Mr. Millman to determine that they should be put out or kept in?

A. No, sir.

Q. Did you have a conversation with him after this conversation with him about the men?

A. I don't remember whether or not I had a conversation with him.

Q. Between the time you first approached him with the problem and the notice was posted, did you have a conversation with him?

A. No, I don't believe I did.

Q. So far as you know, you had the conversation with him, and the next thing that happened on that subject was the posting of the notice. Was that it?

A. To the best of my knowledge that was what happened. But Mr. Smith or Mr. Hess could have approached management with the same thing. [770]

Recross Examination

Q. (By Mr. Watkins) Mr. Baldwin, did you ever know of any C.I.O. workmen down in the plant who were disciplined for union activity?

A. No, sir, I don't know of any.

Q. Were you ever disciplined while you were president of the union for anything that you did in the plant?

A. Yes, sir.

Q. When was that?

A. Well, that was about June 1st, I believe.

Q. Of what year?

A. This year.

Q. What did you do?

(Testimony of Howard Baldwin.)

A. Well, I took a vacation and I got tied up and I got back a little bit late.

Q. What did the company do?

A. Well, they set me down for ten days.

Q. What do you mean by that?

A. Well, I was ready to go back to work but they weren't ready to take me back.

Q. Did they tell you that was because you had gone without permission? A. Yes, sir.

Q. You have enlisted, have you not, in the Air Corps? A. Yes, sir. [771]

Q. And you expect to leave the employ of the company shortly? A. Yes, sir.

Mr. Watkins: That is all.

Trial Examiner Whittemore: I have just one question: You testified your grandfather was a union man.

The Witness: Well, he was an organizer.

Q. (By Trial Examiner Whittemore) Did you ever consult your grandfather with respect to your activities here at this plant?

A. No, sir, I haven't.

Q. You have testified your father was a union member also? A. That's right.

Q. Did you ever consult with him with respect to your conduct as president of this organization?

A. Well, the last time I seen him I told him of being president of the Pacific Motor Parts Workers Alliance.

Q. Did you ask him what you should do in this matter?

(Testimony of Howard Baldwin.)

A. No, sir. He thinks I am old enough to know what to do.

Trial Examiner Whittemore: All right.

Q. (By Mr. Watkins) Mr. Baldwin, did any of the C.I.O. boys ever seek to take over the running of the Alliance? A. Yes, sir.

Q. About when was that?

A. About August of 1941. [772]

Q. And who, in particular, started the movement, would you say, among the C.I.O. boys?

Mr. Moore: I will object to that line of questioning.

Trial Examiner Whittemore: What is the point in this?

Mr. Watkins: There has been a great deal of mention, Mr. Examiner, of some internal conflict, and apparently there was some sniping at each other.

Trial Examiner Whittemore: I don't think it is at all material; there has been no showing the company had anything to do with it, so far as I know. There is nothing you have to combat.

Mr. Watkins: No further questions.

Trial Examiner Whittemore: I would like to give you, Mr. Baldwin, one chance to explain why it was you went to management to ask for advice on what the membership should be, when you didn't go to membership.

Mr. Watkins: I will object to the form of the question: You would like to give the witness one chance to answer certain questions. I think that

(Testimony of Howard Baldwin.)

is improper, in so far as the Examiner is concerned, and I object to it on that ground.

Trial Examiner Whittemore: That I said "one chance"?

Mr. Watkins: Yes.

Trial Examiner Whittemore: Substitute the word "a" and if you don't feel I am giving him a sufficient chance, I will give him another. He has testified he did go to Millman, and [773] he testified he did not go to the membership. Now, I am giving him a chance, or I will give him more chances than a chance, if you desire, to make an explanation. I don't have to do that, but I think you will agree that on the basis of his own testimony I can make certain findings, drawing certain inferences. To be absolutely fair, I am giving the witness an opportunity to explain. Now, go ahead.

The Witness: Mr. Examiner, I don't believe I stated I went to Mr. Millman for advice. I went and asked Mr. Millman what the management considered the capacity of these men. I wanted to know what they thought about it. That was all.

Trial Examiner Whittemore: All right. Did you take any action following the posting of the notice by Mr. Millman?

The Witness: Did we take any action? No, sir. The men, I believe, turned in their resignations to our organization voluntarily, and we didn't force them out, or take any action that was against those men.

Trial Examiner Whittemore: I have no further questions. [774]

WILLIAM J. KEARNS,

called as a witness by and on behalf of the respondent, having been first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Watkins) Will you give your name to the reporter, Mr. Kearns?

A. W. J. Kearns.

Q. What is your present official capacity with Thompson Products, West Coast Division?

A. General superintendent.

Q. How long have you been employed by Thompson Products, or its predecessor, Jadson Motor Parts?

A. About nine years altogether.

Q. What was the nature of your work in the early part of 1937?

A. In the early part of 1937 I was machine operator.

Q. Were you familiar at that time with the general shop setup, as to location of machines and things of that character? [775]

A. Yes.

Q. Were you familiar with the location of the machine on which Mr. Louis Porter was working?

A. Yes.

Q. Did you know Mr. Porter?

A. Yes.

Q. Did you know him intimately?

A. No.

Q. Would you state, Mr. Kearns, what the situation is as to anyone attempting to talk to, say, Mr. Porter, while his machine was running? Could he talk in a normal tone of voice and be heard?

(Testimony of William J. Kearns.)

A. I think he would have to raise his voice a little.

Trial Examiner Whittemore: Wait a minute. Did you ever operate his machine?

Q. (By Mr. Watkins) Did you ever operate Mr. Porter's machine? A. No.

Q. You have stood alongside while it was operating, have you? A. Oh, yes.

Q. You are familiar with his machine?

A. Yes, sir.

Q. And have heard it operate on many occasions? A. Yes, sir.

Q. Will you answer my question, then, as to any conversation you could carry on with Mr. Porter while his machine was [776] operating? Would it have to be in a normal tone of voice or a loud voice?

A. You would have to raise your voice a little.

Q. How close to Mr. Porter's machine are the other machines? I am speaking now of the period in 1937. A. Oh, about 10 or 15 feet.

Q. Has there been any change in setup of machinery around Mr. Porter since 1937?

A. A little.

Q. All right. Going back, then, again to the period of 1937, the middle of that year, was his machine in a place where anyone approaching it could be observed by other employees?

A. Yes.

Q. By more than one?

(Testimony of William J. Kearns.)

A. Oh, I would say six or eight people.

Q. Is there a drinking fountain any place close to it? A. Yes.

Q. How close? A. Four or five feet.

Q. Have you ever given any instructions to any of your foremen with respect to organizing activities on company time? A. Yes, sir.

Q. On how many occasions would you say, during the past year and a half? [777]

A. On several occasions.

Q. Will you state the substance of what you said to them?

A. Well, I told them we didn't want to have anybody waste any time organizing anybody of any kind on company property.

Q. Have you ever talked to any employees in the plant about organizing on company time, other than supervisors? A. Yes.

Q. To whom? A. Elmer Smith.

Q. Anybody else? A. Howard Baldwin.

Q. On more than one occasion?

A. I have talked to Baldwin on probably two or three occasions, Smith on one occasion, is all.

Q. And what was the substance? Did you say substantially the same thing in the different conversations you have just referred to?

A. Yes, sir.

Q. In substance, what was it?

A. I told them I didn't want any organization of any kind organizing, organization of any kind on company time.

(Testimony of William J. Kearns.)

Q. Did you ever give any permission to the Alliance or to any of its committee members to hold committee meetings in the plant?

A. No. [778]

Q. Did you ever give any permission to any of the committee members of the Alliance or to anyone connected with the Alliance to have any committee meetings on company time? A. No.

Q. Were meetings of this character by the Alliance's committee on company property or company time ever called to your attention? A. Yes.

Q. Will you state approximately when?

A. I think it was about a year ago.

Q. Mr. Kearns, I show you Respondent's Exhibit 6 and will ask you to examine it and then state what you know about the background of that notice.

A. This is the labor relations meeting. Is that what you mean?

Q. Have you examined the notice yet?

A. Yes.

Q. Do you know to what it refers?

A. Yes.

Q. Do you know of any discussion between you and Mr. Millman or anyone else at Thompson Products, about the matter covered by Respondent's Exhibit 6?

A. I believe we talked about it. I don't remember.

Q. You don't remember anything specific about it? A. No. [779]

Q. Mr. Kearns, during the past couple of years,

(Testimony of William J. Kearns.)

what has been your situation at the plant with respect to Sunday work?

A. We have worked some Sundays in the past year, skeleton crews, more or less.

Q. What about the men? Are the men required to work on Sundays?

A. We ask them to work, and if they refuse to work we ask the next man.

Q. Have you had any occasion during the past, we will say year and a half or two years, when any request was made to you by the men to be off duty to attend a union meeting? A. Yes.

Q. Can you state approximately when that request was made?

A. I will say that's about a year ago.

Q. Oh, and can you state who made the request?

A. Mr. Baldwin.

Q. What did he say to you?

A. He asked us if the men could take time off to go to their meetings, and we granted it.

Q. Yes. Did the men make up the time, subsequently? A. Yes, sir.

Q. Did you make that arrangement with Mr. Baldwin at the time? A. Yes.

Q. Did you have any swing shift on these Sunday operations? [780] A. At that time, no.

Q. In other words, they could make up time without interfering with any other shift?

A. With anybody, yes.

Q. Have there been any other instances during this period of time where the men have wanted off

(Testimony of William J. Kearns.)

for other reasons and you have let them off and let them make up the time?

A. You mean on Sunday work?

Q. Yes, on Sunday work.

Mr. Moore: I will object to that, due to the fact his testimony is that they didn't have to work unless they wanted to, to begin with.

Mr. Watkins: My only point, Mr. Examiner, was to show that as a matter of fact they didn't have to work, and the men, for various and sundry reasons, were permitted to meet on Sunday.

Trial Examiner Whittemore: He has testified to that now.

Mr. Watkins: All right. Did the Examiner rule on the question?

Trial Examiner Whittemore: I will sustain the objection. I think Mr. Moore's point is well taken.

Q. (By Mr. Watkins) You know Mr. Charles Little, an employee in the plant?

A. Yes, sir.

Q. Are you familiar with his duties? [781]

A. Yes, sir.

Q. Do you consider him a supervisor?

A. No, sir.

Q. Does he have any men under him?

A. No, sir.

Q. Does he have any power to hire and fire?

A. No, sir.

Q. I believe there has been some testimony as to Mr. Little leaving instructions, or something of that character, to subsequent shift men. Will you state what the situation is with respect to that?

(Testimony of William J. Kearns.)

A. If he is working on any tool and doesn't get it finished at quitting time, he instructs the following tool sharpener man to finish the work, and this man will instruct the following man to do the same; and he will also break in a green man to do his type of work; but he didn't supervise the department. He just broke in the men on the job.

Q. I see. In other words, anyone doing the work on that shift would give the succeeding man instructions with regard to the work in process at the time the shift was over. Is that correct?

A. That is correct.

Q. I would like to direct your attention to a meeting at the Thompson Products plant, at which some representative of War Production Board was present, also Mr. Hileman, I [782] believe, and others. Does that refresh your recollection as to an incident?

A. Yes, sir.

Q. Will you state approximately when that took place?

A. I would say about three months ago.

Q. Who was present at that meeting?

A. Mr. Hileman, Mr. Millman, and Mr. Smith and Mr. Spencer, and the gentleman from the War Production Board. I have forgotten his name.

Q. Were you there during the entire meeting?

A. Yes.

Q. Can you state the reaction you had to Mr. Hileman at this meeting, to his attitude?

Mr. Moore: I will object to that.

(Testimony of William J. Kearns.)

Trial Examiner Whittemore: I will sustain the objection.

Q. (By Mr. Watkins) Did Mr. Hileman say or do anything in this meeting which indicated his frame of mind with respect to the incident?

A. He made a statement he would throw anyone out if he caught them organizing on company time.

Q. To whom did he make that statement?

A. To Elmer Smith.

Mr. Moore: Just a minute. May I have the last two questions and answers read?

(The record was read.) [783]

Mr. Moore: No objection.

Q. (By Mr. Watkins) Have you, in your contact with Mr. Hileman, ever heard Mr. Hileman make a similar statement to anyone else?

A. I don't recall.

Q. Have you ever, in your contact with Mr. Hileman, noticed him as in the same frame of mind he was during this meeting?

A. No.

Q. How would you describe his frame of mind at this time?

Mr. Moore: I will object to that.

Trial Examiner Whittemore: I will sustain the objection.

Q. (By Mr. Watkins) During this meeting did Mr. Smith—is that Elmer Smith?

A. Elmer Smith, yes, sir.

Q. Did he make any statement with respect to his feeling about the Thompson Products plant, as a place to work?

(Testimony of William J. Kearns.)

A. Yes. He said it was the best place he had ever worked at.

Q. Was Mr. Spencer also present?

A. Yes, sir.

Q. Did he also make any such comment?

A. He made the same statement.

Mr. Watkins: That is all.

Cross Examination

By Mr. Moore:

Q. Mr. Kearns, what type of machine was Mr. Porter operating in 1937? [784]

A. Straightening machine.

Q. A forge straightener?

A. Yes, sir.

Q. What type of machines were around his machine, close to it?

A. Well, there was a slotting machine and some hand straightening machines, and not far away, some drop hammers and a screw press.

Q. Did those machine make quite a bit of noise?

A. Considerable noise.

Q. You said that on two or three occasions you talked to Mr. Elmer Smith about organizing on company time?

A. I don't believe I said on two or three.

Q. Well, what was your testimony?

A. One occasion I spoke to him.

Q. On one occasion with Mr. Smith?

A. I spoke to him.

Q. And how many with Mr. Baldwin?

A. I think two or three occasions.

(Testimony of William J. Kearns.)

Q. Can you fix the approximate date when you first spoke to Mr. Baldwin?

A. I don't remember.

Q. How long after he was elected president of the Alliance was it?

A. A short time after. [785]

Q. Can you fix the first occasion on which you talked to Mr. Elmer Smith?

A. About three or four months ago.

Q. Was that while Mr. Smith was a member of the C. I. O.?

A. I don't know as he is a member.

Q. Three or four months ago. Can you say about what month that would be?

A. About what month it would be in?

Q. Yes.

A. Oh, possibly June or July, along in there.

Q. Do you know about when Mr. Smith left the employ of the company?

A. Yes.

Q. About when was that?

A. Oh, about 30 days.

Q. Ago? A. Yes.

Q. How long before that was your first contact with him with respect to organizing on company time?

A. Probably two or three months.

Q. Do you recall any meeting of the executive council of the Alliance that occurred on company property other than the one you testified to that happened about a year ago?

A. No.

Q. You mean that never since August of 1937

(Testimony of William J. Kearns.)

have you [786] observed that council in a meeting on company property?

A. I didn't understand your question.

Q. Have you since August, 1937 observed the executive council of the Alliance in meetings on company property? A. Yes.

Q. About how many times?

A. I don't recall.

Q. Several? A. Several times.

Q. Was the occasion about a year ago the first one on which you ever called that to Mr. Millman's attention? A. Called what to his attention?

Q. Council meetings on company property?

A. Yes, I think it was about a year.

Q. Now, with respect to working on Sundays, you testified a man could get off for any reason. Is that true? A. Yes.

Q. When you said that were you testifying about a man who had begun to work on Sunday, or a man who was asked to work on Sunday?

A. About a man who was asked to work on Sunday.

Q. If a man started a shift on Sundays you would expect him to work through the day, wouldn't you? A. That's right.

Q. On days when the Alliance held meetings, at what time [787] would the shift begin?

A. Well, we started sometimes at 6:00 and sometimes at 7:00.

Q. And what time would the shift end?

A. I think about 10:00 o'clock.

(Testimony of William J. Kearns.)

Q. P. M.? A. Yes, sir.

Q. What is your testimony?

Mr. Watkins: You want the question and answer read?

Mr. Moore: Yes, may I have it read?

(The record was read.)

The Witness: I meant before, they went to the meeting and then they came back.

Q. (By Mr. Moore) I see. Came back at what time? Then your answer will be 10 A. M.

A. I mean 10 A. M.

Q. At what time would the men come back and start working again?

A. Right shortly after lunch.

Q. And they worked until what time?

A. They would make up their time, eight hours.

Q. They would work so that they worked eight hours on Sunday? A. Yes.

Q. When you said that they were permitted to make up the time they lost by going to these meetings, you mean they were [788] permitted to do it that day? A. Yes.

Q. And not some other day?

A. Not any other day.

Q. On Sundays when no meetings were scheduled, what would be the normal time for the shift?

A. 7:00 to 3:30.

Q. 7:00 to 3:30? A. Yes, sir.

Q. When you planned to start the shift at 6:00 a. m. rather than 7:00, how was that brought to the attention of the employees?

(Testimony of William J. Kearns.)

A. The foremen told them the time to come to work.

Q. Did you instruct the foremen to tell them?

A. Yes.

Q. What did you instruct the foremen to tell the employees? A. What time to start.

Q. Did you tell him to say why?

A. They was aware of the fact that there was going to be a meeting that day.

Q. Did the plant close down from 10:00 to 12:00 on Sundays when meetings were held?

A. Yes.

Q. There was not a skeleton force working during the period from 10:00 to 12:00? [789]

A. No one working.

Q. Did you ever close the plant down so that the men might attend a C. I. O. meeting?

A. I don't know. How do you mean that?

Q. Did anyone ever request you to do that?

A. No.

Q. To your knowledge was the plant ever closed down for that purpose? A. No. [790]

CLARENCE MILLMAN,

recalled as a witness by and on behalf of the respondent, having been previously duly sworn, was examined and testified further as follows:

Direct Examination

(Continued)

By Mr. Watkins:

Q. Mr. Millman, referring to an incident at which representatives of the War Production Board were present, will you state approximately when this took place?

A. I think it would have been in probably June of this year.

Q. You heard Mr. Kearns testify, did you, with respect to that, as to who was present?

A. That is correct.

Q. Would your testimony be the same as to who was present at the meeting?

A. It would.

Q. Will you state what conversation at that meeting took [791] place between Mr. Hileman and Mr. Elmer Smith or Mr. Roy Spencer? Is that his name?

A. Clyde Spencer.

Mr. Hileman asked Elmer why he hadn't come to Mr. Kearns, to me, or to himself before running to the War Production Board with this list of machinery which was supposed to be standing idle. Elmer didn't have much of an answer for that at all.

Q. Did Mr. Smith say anything in reply to that?

(Testimony of Clarence Millman.)

A. Well, I don't recall him having any definite answer. He, oh, rather mumbled about it.

Q. What was the next thing said?

A. Somehow or other the discussion of union activities came up.

Q. Do you know how it came up?

A. No, I don't know how it came up.

Q. Tell us what was said about that.

A. Well, Mr. Hileman told Elmer and Clyde both that he would throw them out bodily if he caught them organizing on company time and, that goes for anybody else.

Q. That was the statement you heard made by Mr. Hileman? A. That is right.

Q. Did either Mr. Smith or Mr. Spencer make any statement about their attitude towards Thompson Products? A. Yes, they did. [792]

Q. What did they say? Tell us who stated it and what it was.

A. Well, Elmer first said that it was the finest place he ever worked.

Q. When you say "Elmer" you mean Elmer Smith?

A. Elmer Smith. Mr. Hileman then asked Clyde Spencer what he thought of the place, and he said he agreed with Elmer, that that was the best place he had ever worked.

Q. Did this conversation occur before or after the conversation about the War Production Board?

A. No, I believe that came out after the con-

(Testimony of Clarence Millman.)

versation concerning the War Production Board had finished.

Q. Directing your attention, Mr. Millman, to an investigation at your plant—

A. Yes.

Q. Do you remember an investigation comparatively recently?

A. Yes.

Q. Do you know about how long ago it was?

A. Yes, it was in the latter part of July.

Q. Of—

A. 1942.

Q. Yes. Will you state what was the first thing you knew about it?

Mr. Moore: I will object to the question on the ground it is immaterial.

Trial Examiner Whittemore: What is the purpose? [793]

Mr. Watkins: Mr. Examiner, the purpose of it is primarily, impeachment of Mr. Louis A. Porter, because this whole incident involves the conduct of Mr. Porter down there and some stories told by him that turn out to be wholly untrue, and involved Mr. Porter with the Federal Bureau of Investigation, causing him to resign.

Mr. Moore: May I speak on that?

Trial Examiner Whittemore: Yes; surely.

Mr. Moore: I do not believe that that is the proper method of impeaching a witness, to begin with. Mr. Watkins did not say that he was going to prove that Mr. Porter has ever been convicted of a crime, or he was ever charged with a crime. There was an investigation and Mr. Porter was questioned, I assume. However, I don't believe that

(Testimony of Clarence Millman.)

specific acts, or, even if he proved he told untruths in the past, I don't believe that is the proper subject for impeachment.

Mr. Watkins: I think, Mr. Examiner, it goes very definitely to credibility of the witness with respect to some of the things that have been stated here, and I think this incident with the investigation is of considerable importance, considering Mr. Porter's testimony.

Trial Examiner Whittemore: Will you bring in any F.B.I. records?

Mr. Watkins: No.

Trial Examiner Whittemore: You have no intention of [794] doing that. You have intention only of asking some member of management what his recollection is about something Mr. Porter may have said to the F.B.I.?

Mr. Watkins: Mr. Examiner, this was an incident that caused considerable concern down at the company, because the company was the one accused by Mr. Porter of doing certain things to the machinery. This isn't some flimsy incident the company hasn't some positive recollection on. It didn't happen five years ago.

Trial Examiner Whittemore: What has this got to do with what happened five years ago?

Mr. Watkins: Mr. Porter testified to a great many things management was supposed to have done, things which discredit company and management and the officials. What I am trying to show by this evidence is Mr. Porter's reliability and

(Testimony of Clarence Millman.)

credibility, because again we have, if we are permitted—I won't go into it; but as I say, we have a similar situation where the answer was a little easier to arrive at because it happened recently, than are the situations where we have incidents five years old.

Trial Examiner Whittemore: Is this going to be very brief?

Mr. Watkins: Yes. I think it probably will take 15 minutes in that connection.

Trial Examiner Whittemore: I frankly do not think it is [795] important. The thing I am interested in is the issue in this case. If you are going to be very brief, go ahead.

Mr. Watkins: All right.

The Witness: Will you read the question, please?

(The question was read.)

The Witness: Mr. Hileman called me up to his office. When I got in there he introduced me to Mr. Matthews of the Federal Bureau of Investigation, who told us that Mr. Porter on about a week previous had come to the F. B. I. office with a small bottle of oil which was about 90 per cent emery dust, and Mr. Porter had said he had found the emery dust in one of the oil cups on his machine.

Mr. Matthews then asked to inspect Mr. Porter's machine, which he did. He asked for samples of that emery dust which we might have in the plant,

(Testimony of Clarence Millman.)

which was obtained from the tool crib. This emery dust was taken to our laboratory in the plant and checked with the emery dust which was found in the bottle.

Mr. Matthews, he left shortly after lunch, then——

Q. Just a moment, please.

Mr. Examiner, I am letting the witness go ahead because I think, perhaps, that is the briefest way to get at it.

Trial Examiner Whittemore: Cover it very briefly, please.

The Witness: Yes, sir. He left shortly after lunch and he returned, I believe the next day, although I personally never saw him until the day Mr. Porter left. [796]

On that morning, early in the morning, I happened to pass Mr. Porter's machine, and he called me over and asked me could I have his pay check made up by noon. I said I believed it could be, but I would like to know why. He said, "Well, there were too many things" against him, and he would like to leave. I told him he had some seven years seniority and he should take that into consideration. He said he had considered everything and still wanted to go.

I said, "All right. I will start the machinery to have the check made up. If you change your mind, let me know."

I went back to my office and Mr. Hileman was then calling me to tell me Mr. Matthews was in his

(Testimony of Clarence Millman.)

office. I went to Mr. Hileman's office and Mr. Matthews asked if it was possible to talk to Mr. Porter alone. I arranged the meeting between Matthews and Porter in my office. I was in the ante-room outside my office, and after about ten minutes conversation between Mr. Porter and Mr. Matthews, and Mr. Porter came out and asked if his check was ready. I said it would take about ten minutes, and he said he wouldn't wait, and he handed me his badge, identification card, and tool checks and left immediately.

Mr. Matthews went out the inner door of my office into the plant, and that is the last I saw of him. Mr. Matthews later reported back to Mr. Hileman—

Trial Examiner Whittemore: Wait a minute. Tell me what [797] he reported to you.

The Witness: I never saw Mr. Matthews again.

Trial Examiner Whittemore: All right.

Q. (By Mr. Watkins): Mr. Millman, did you hear Mr. Porter testify that he had never been a member of the Kansas City police force?

A. I did.

Q. Did he ever tell you he was a member of the Kansas City police force? A. Yes, he did.

Mr. Moore: Objected to.

Trial Examiner Whittemore: I will permit the witness to answer that.

The Witness: Yes, he did. He showed me letters of recommendation which he had from the police force of Kansas City.

(Testimony of Clarence Millman.)

Q. (By Mr. Watkins): When was that?

A. About two weeks after he left our employ, possibly the middle of August.

Q. Have you checked to find out from Kansas City whether or not he did work on that force?

A. Yes.

Q. What did you find out?

A. I find he did.

Mr. Watkins: That is all.

Cross Examination [798]

Q. (By Mr. Moore): Mr. Millman, did you ever apologize to Mr. Smith or Mr. Spencer for the way Mr. Hileman acted at that meeting?

A. No.

Q. You never said a word about it?

A. It was discussed. Mr. Smith discussed it with me.

Q. When was that?

A. He said he thought Mr. Hileman had gotten a little rough in talking to him, and I said, "Well, Mr. Hileman was pretty mad at that time."

Q. Is that all that was said?

A. That is all.

Q. Are you sure Mr. Matthews said Mr. Porter had come down to his office?

A. Absolutely. He said Mr. Porter had gone to his office July 22nd, with this bottle of oil, and he also had a small box which presumably contained emery dust which had been in his machine.

Q. Do you know whether or not Mr. Porter did go to his office?

(Testimony of Clarence Millman.)

A. No, I don't. I only know what Mr. Matthew told us, and I had no reason to doubt him.

Mr. Moore: That is all. [799]

PAUL D. HILEMAN

called as a witness by and on behalf of the respondent, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Watkins:

Q. Will you give your full name to the reporter, please, Mr. Hileman?

A. Paul D. Hileman.

Q. Will you state your official capacity with Thompson Products, Inc.?

A. I am plant manager of the West Coast plant.

Q. And how long have you been in that capacity with Thompson Products, or its predecessor, Jadson?

A. About five years.

Q. Do you recall when you first came to Los Angeles to take charge of the West Coast Division?

A. Yes, sir, I do. [801]

Q. When?

A. It was in July of 1937.

Q. Can you fix any more specifically what part of July?

A. I got here the 30th of July.

Q. What work had you done, what occupation had you been engaged in prior to the time you came out here to take charge of the Jadson division?

(Testimony of Paul D. Hileman.)

A. I was an engineer for the company in Detroit, having to do with valve and valve train design, and design of our parts.

Q. A mechanical engineer?

A. That is right.

Q. Prior to this time had you had any experience with operating any plant or any portion of it?

A. No, sir.

Q. Will you state, Mr. Hileman, whether or not you had any conversation with Mr. Ray Livingstone shortly after your arrival here at the end of July, 1937?

A. Yes, I did.

Q. Will you state, as nearly as you can recall, when you first conversation with him took place?

A. It was on the morning of the 30th of July when I got here and looked him up.

Q. Will you state what the conversation was at that time?

A. Yes. He had been here for some time prior to my arrival and had—was working on the wage incentive plan, and he also [802] told me what the conditions were in the plant.

Q. State what he told you.

Mr. Moore: Just a moment.

Mr. Watkins: Is that what you were after?

Mr. Moore: I will withdraw the objection until he answers.

Q. (By Mr. Watkins): State what he told you as to the conditions in the plant, Mr. Hileman.

A. He told me the conditions were pretty bad.

(Testimony of Paul D. Hileman.)

Q. Will you state, as nearly as you can recall, what conversation there was and what he related to you?

A. He told me the wage rates were out of balance, some were too low and that others were too high in comparison with other jobs.

Q. Was there anything else that you can recall you discussed then? Did you have more than one meeting with him during this period?

A. Many meetings, I think every night we had dinner together and discussed additional things having to do with the operation of the plant.

Q. Can you state whether or not during any of these meetings Mr. Livingstone mentioned Mr. Lewis Porter to you? A. He did not.

Q. Can you state whether or not during any of these meetings Mr. Livingstone mentioned Mr. Victor Kangas to you?

A. Yes, he talked to—— [803]

Q. Just a moment. You can state that he did?

A. Yes.

Q. Can you fix the approximate time when the conversation about Mr. Kangas took place?

A. The week following my arrival.

Q. Do you know where it took place?

A. I believe it was in my office.

Q. Do you remember who was present at the meeting? A. Just Mr. Livingstone.

Q. Will you state what was said to you about Mr. Kangas by Mr. Livingstone?

A. Mr. Livingstone said that Vic Kangas was

(Testimony of Paul D. Hileman.)

what he considered a shop foreman. He said we had no one at that time to take charge of the shop, that is, the actual manufacturing, and he suggested that Vic might be a good man.

Q. In other words, to take charge of the entire manufacturing? A. That is right.

Q. Did he make any other comments, so far as you can recall, about Mr. Kangas at that time?

A. No, sir.

Q. Did he say anything about Mr. Kangas' relationships with Mr. Dachtler?

A. Yes, he did.

Q. Do you remember what he said?

A. He told me that there was a lot of friction between [804] Dachtler and Kangas and that, I believe he said Mr. Dachtler wanted to discharge Kangas at that time.

Q. Mr. Hileman, have you ever, since you have been at Thompson Products, or Jadson, its predecessor, made any statement either to the foreman or any of the employees or to anyone else to the effect you would close the plant if the C. I. O. or A. F. of L. moved in?

A. No, sir, I never did.

Q. Anything to that effect, or in substance?

A. No, sir.

Q. Mr. Hileman, I will show you Board's Exhibit 7, and I will ask you if you have ever seen that document before? A. Yes, sir.

Q. Did you write Board's Exhibit 7 and send it to Mr. Kangas? A. Yes, sir.

(Testimony of Paul D. Hileman.)

Q. And on or about the date it bears?

A. Yes, sir.

Trial Examiner Whittemore: May I see that?

Mr. Watkins: Yes.

Q. (By Mr. Watkins): Will you state how you happened to—strike that, please.

Was that Board's Exhibit 7 sent with anything else? A. Yes, sir.

Q. With what? A. A box of cigars. [805]

Q. Will you state how you happened to send Mr. Kangas at that time a box of cigars, and to write Board's Exhibit 7?

Mr. Moore: I will object to the question. I think the exhibit speaks for itself. The reason is stated there.

Trial Examiner Whittemore: This does state it. Was there something else beyond what it says there?

Mr. Watkins: Well, I am trying to find out what the situation was. This was introduced by Mr. Kangas, and it was only identified by him as having been received.

Trial Examiner Whittemore: All right. You may answer.

The Witness: Well, Mr. Kangas had been with the company a long time, I think about 17 years or more, and when he left the company I believe he was pretty well broken up over it. Also, about that time or shortly after, there were a number of very vicious rumors going around the shop—

Mr. Moore: Just a moment. I will move the testimony about the vicious rumors be stricken, be-

(Testimony of Paul D. Hileman.)

cause it cannot possibly have any connection with the exhibit.

Trial Examiner Whittemore: You mean after you sent this?

The Witness: Prior to the time I sent that.

Mr. Watkins: The witness is stating his reason for sending it.

Trial Examiner Whittemore: All right. I will overrule the objection.

The Witness: So I called the—or I asked my secretary [806] to procure the cigars and send them to him putting that note in. I did so in the hope that it might soften the blow on Vic, and frankly, it was a bit of a selfish motive involved also.

I hoped that by so doing I would help to put a stop to some of the rumors which were being circulated in the plant.

Q. (By Mr. Watkins): Mr. Hileman, did you ever make a payment of \$50.00 to Mr. Lewis Porter, or give Mr. Victor Kangas \$50.00 to give to Mr. Lewis Porter? A. No, sir.

Q. Did you ever make any payment of any kind to Mr. Lewis Porter other than his regular wages?

A. No, sir.

Q. Did you ever have Mr. Kangas or anyone else make any payment other than regular wages to Mr. Porter? A. Yes, sir.

Q. Can you state approximately when some payment of that character was made to Mr. Porter?

A. It was about June of 1938.

(Testimony of Paul D. Hileman.)

Q. Will you state what had been done by Mr. Porter which called for your making him such a payment?

A. Mr. Porter had done certain investigative work for us. We had been told that valves, aircraft engine valves, were being stolen from our shop, and peddled around airfields, and in certain machine shops. Porter's job was to investigate [807] those statements and if possible, track down the source of the valves, and find out who in our plant, if anyone, was stealing them.

Q. At whose suggestion was Mr. Porter designated to do this job?

A. At Vic Kangas' suggestion.

Q. All right. Go ahead. Were you finished with your statement?

A. Yes, I am.

Q. Did you make a payment of money to Mr. Porter in connection with this work you have just related?

A. I didn't do it.

Q. What did you do with respect to it?

A. I secured \$40.00 and turned it over to Vic Kangas and he in turn gave it to Mr. Porter.

Q. Was it given to him in cash?

A. Yes, sir.

Q. Why didn't you give it to him by check?

A. Well, because at that time the company was small. We didn't want extra checks issued which would immediately be known by a number of people, and the purpose of Mr. Porter's work would be defeated.

(Testimony of Paul D. Hileman.)

Q. Did you have any discussion with anyone in the company prior to giving the cash to Mr. Kangas for Mr. Porter? A. Yes, sir. [808]

Q. With whom?

A. Mr. William Metzger.

Q. Who was he at that time?

A. He was our controller.

Q. Did you have any discussion with anyone before you arrived at the amount of money you were giving to Mr. Porter? A. Yes, sir.

Q. With whom? A. Mr. Kangas.

Q. Will you state what your discussion with Mr. Kangas was?

A. Vic and I were discussing the amount of remuneration which we felt Porter should get—

Mr. Moore: I will move that portion of the answer be stricken.

Q. (By Mr. Watkins) Mr. Hileman, will you place about the time this discussion took place?

A. I believe it was June of 1938.

Q. Where did it take place?

A. In my office.

Q. Who was present?

A. Just Vic Kangas and myself.

Q. Will you state what was said by each of you, as nearly as you can recall, at that meeting?

A. Well, we discussed what Porter should get for his work, and we finally arrived at a figure.

[809]

Q. How did you arrive at that figure? Did you discuss the basis for that figure?

(Testimony of Paul D. Hileman.)

A. Yes, sir, we did.

Q. What was your discussion with respect to the basis of that figure?

A. If I recall correctly, Porter had taken approximately a week off to do this investigative work, and we estimated the amount of money he would have normally earned on his position, and to that we added an allowance for gasoline mileage, and I believe lunches, and things of that nature.

Q. Did Mr. Kangas give you the figure as to the amount of time having been taken off by Mr. Porter for the work?

A. Yes, he did.

Q. I will show you respondent's Exhibit 4, and will ask you what that is.

A. Well, that's an expense sheet. It covers the \$40.00, which I turned over to Vic Kangas, and which he, in turn, was to give to Lou Porter.

Q. Did you give any sum of money other than this to Mr. Lewis Porter?

A. No, sir.

Q. Or did you have anybody else do it?

A. No, sir.

Q. Mr. Hileman, do you remember a conversation which you had with Mr. Overlander, oh, within the past six or eight months? [810]

A. Yes, sir.

Q. What is Mr. Overlander's first name, do you know?

A. I believe his first name is George.

Q. He was an employee at your plant?

A. He was.

(Testimony of Paul D. Hileman.)

Q. Can you state where this conversation took place? A. Yes, sir.

Q. Where? A. In my office.

Q. Who was present?

A. Just George Overlander and myself.

Q. Will you please state the conversation there, who started it and what took place, as nearly as you can recall.

A. George Overlander came in and said he had an important matter he wanted to discuss with me. So he started off by saying Irvin Hess had resigned the presidency of the PMPWA, and who would I think would make a good successor.

Q. What did you say to that?

A. I told him that that was purely a PMPWA problem, that I couldn't advise him, and that they would have to solve their own difficulties.

Q. What did he say? Did he say anything further about it at that time?

A. Yes, sir, he did.

Q. What further did he say? [811]

A. He brought up the name of Frank Osborne and Howard Baldwin, and he asked me if I thought either of those two men would make a good leader or president for the Alliance.

Q. Did he ask you again at this time to give an opinion on the question?

A. Yes, sir.

Mr. Moore: I will object to that.

Trial Examiner Whittemore: I will permit the answer.

(Testimony of Paul D. Hileman.)

Q. (By Mr. Watkins) Go ahead.

A. Yes, sir. He did, and I again refused any advice along that line.

Q. What else was said in that conversation?

A. Well, we weren't getting any place, and I had been rather busy, so, to get Overlander out of the office, I said, "George, give me several days to think it over." He thereupon left.

Q. Did you ever contact Mr. Overlander again about this matter? A. I never did.

Q. Did you ever contact anybody in connection with the Alliance about the matter?

A. No.

Q. Or ask anyone else to get any information with respect to the Alliance or any of its members?

A. No, sir.

Q. Have you during the past six months disciplined any [812] official of the Alliance?

A. Yes, sir.

Q. Who? A. Howard Baldwin.

Q. When did this take place?

A. I think it was in June of this year.

Q. Why was he disciplined?

A. Well, he went on a vacation which was unauthorized. He remained away longer than he should have.

Q. How did you discipline him? What did you do?

A. When he came back for work I told Kearns and Millman both that he was to be sent home

(Testimony of Paul D. Hileman.)

and told that when we wanted him back we would call him.

Q. How long was he sent home?

A. I believe ten days.

Q. I believe you have heard the testimony of Mr. Kearns and perhaps Mr. Millman about the War Production Board incident in your office.

A. Yes, sir.

Q. If you were asked questions about that meeting would your testimony be substantially the same as they have given?

A. Exactly the same.

Q. Do you wish to state just what conversation took place between you and Mr. Elmer Smith and Mr. Clyde Spencer with respect to union activity? [813]

A. It already has been stated by both Kearns and Millman, but I will say this: That I told Smith and Spencer both that if I caught them organizing on company time, they or any other union, I would throw them off the property.

Q. Were those the words you used?

A. No, not the exact words.

Q. Did you use, perhaps, stronger language than that? A. Yes, sir.

Q. Referring to Mr. Victor Kangas, did you ever have occasion to reprimand or caution Mr. Kangas prior to the time he left the employment of the company?

A. A number of times.

Q. Can you state when this first occurred?

(Testimony of Paul D. Hileman.)

A. It probably first occurred about a year and a half before he was discharged. That would have been the spring of 1939, I would believe, or 1938, possibly '38. I am not real sure, but it was sometime before he finally left our employ.

Q. Do you remember what the particular incident was?

A. Yes. I was very much dissatisfied with the production that we were getting out of the plant.

Q. Did you have a discussion with Mr. Kangas concerning it?

A. Yes, sir.

Q. Where did that take place?

A. In my office.

Q. Who was present? [814]

A. Just myself and Mr. Kangas.

Q. What was said?

A. I told him we would have to do better, production-wise; that there were a number of our customers who were not satisfied, and that I felt for the amount of man hours we were putting in the production was not sufficient.

Q. Then, did you have any occasion following that to have any discussion with him about his work there at the plant?

A. Yes, on a number of occasions.

Q. Can you state another occasion and fix the approximate date for it?

A. One occasion stands out in my memory, that was that Vic had—

Q. Just a minute. Can you first approximate the date for it, Mr. Hileman?

(Testimony of Paul D. Hileman.)

A. Yes, it was in the spring of 1940.

Q. The spring of 1940. Was this a conversation you had with Mr. Kangas? A. Yes.

Q. Where did it take place?

A. In my office.

Q. Just you and Mr. Kangas were present?

A. That is right.

Q. All right. What was said?

A. I discovered that he had on his own authority got one [815] of our customers to approve some material.

Q. Did you tell him this?

A. Yes, which was not up to full standard, and that he had, in so doing, neglected to notify our sales and engineering departments, which was a very serious breach of company regulations, and organization. I believe at that time I followed it up with a strong letter so that his memory would be very clear on the thing.

Q. You didn't threaten to discharge him or anything of that kind at this time?

A. No, sir.

Q. In other words, you and Mr. Kangas were on friendly terms? A. That is right.

Q. When was the next occasion you can recall when you talked to Mr. Victor Kangas about his work?

A. I can't recall any specific instance, but there were numerous instances in which I complained about the dirt in the shop, and various things.

(Testimony of Paul D. Hileman.)

Q. Were any instances about his conduct in the plant? A. Yes, sir.

Q. All right. Will you fix a time, if you can, for an incident of that character?

A. Well, that was about February or March of 1940.

Q. Will you state what happened at that time?

A. Well, Vic—I talked to Vic, you might say like a father; [816] he was having trouble at home; it was affecting his wife—or his work——

Mr. Moore: I will object to that, and ask that it be stricken.

Trial Examiner Whittemore: Just where does this lead, anyway?

Mr. Watkins: You mean this conversation about his affairs?

Trial Examiner Whittemore: Yes. I don't see the slightest materiality.

Mr. Watkins: The materiality will come up later.

Trial Examiner Whittemore: How much later? I am very patient.

Mr. Watkins: That is a relative term.

Trial Examiner Whittemore: What do you mean, patient?

Mr. Watkins: Yes.

Trial Examiner Whittemore: Oh, later?

Mr. Watkins: What I was going to say is: I think this shows the background of the relationship between Mr. Kangas and Mr. Hileman, the reason for letting him go, and perhaps the rea-

(Testimony of Paul D. Hileman.)

son for some of the things that subsequently developed. However, Mr. Examiner, I will highlight it, if I can.

Trial Examiner Whittemore: If you can, I would appreciate it, because I don't see, as yet, anything which in any way attacks Kangas' credibility, and that seems to be the only point you have to meet here, and I know the testimony [817] Kangas gave. A man's discharge or quitting is not an issue.

Q. (By Mr. Watkins) Mr. Hileman, at any time subsequent to Mr. Kangas' discharge, did you receive any word about Mr. Kangas' attitude towards you or the company? A. Yes, sir.

Q. Will you state approximately when?

A. Various times, but I suppose most of the ones I can recall are within the six months period after he left.

Q. Yes. What was the general nature of those statements?

A. Oh, that he was going to get me and put Thompson Products out of the aircraft parts business.

Q. Can you state any specific conversation in which this took place?

A. Yes. I had one conversation with Mr. Kearns.

Q. Do you remember about when that was?

A. I think it was in December of 1940.

Q. Yes. And what did Mr. Kearns say to you?

A. Mr. Kearns said he had seen Vic Kangas.

Mr. Moore: Just a moment. I will object to that, if it is hearsay, which I think it is.

(Testimony of Paul D. Hileman.)

Trial Examiner Whittemore: Is it something Mr. Kearns told you?

The Witness: Yes, sir.

Mr. Watkins: I think the objection is well taken, Mr. Examiner. I should have asked Mr. Kearns about that when he [818] was on the stand.

Q. (By Mr. Watkins) Mr. Hileman, did anyone else ever talk to you along a similar line about Mr. Kangas and his attitude towards the company?

A. Yes, other people did tell me much the same thing, but I can't pin it on any one individual.

Q. What about Mr. Porter? Did he ever make any statement to you? Mr. Lewis Porter?

A. Yes, sir, he did.

Q. All right. Will you state approximately when that took place?

A. Mr. Porter came into my office shortly after Mr. Kangas was discharged.

Q. About when was that? Fix the date.

A. About August of 1940.

Q. Who was present at this conversation you are about to relate?

A. Just Porter and myself.

Q. Will you state what was said by each of you at that time?

A. I asked Porter what he wanted, and he said he had come in to see me and tell me he was disgusted with Vic Kangas and his actions.

Q. What else did he say further than that?

(Testimony of Paul D. Hileman.)

A. He suggested the proper way for me to show my feeling on the matter was to hire Vic Kangas' wife. [819]

Q. Was there anything else in the conversation besides that about Mr. Kangas' attitude towards the company?

A. Yes. He said that Vic, who always referred to me, apparently, as "the old man", had told him that "the old man" had finally let him go, and that he would make him pay for it.

Mr. Moore: I will object to that answer and move that it be stricken.

Trial Examiner Whittemore: On what ground?

Mr. Moore: On the ground it, too, is hearsay.

Trial Examiner Whittemore: Well, I will overrule your objection.

Q. (By Mr. Watkins) Have you ever given permission, either directly or indirectly, to the Alliance to hold meetings of any character on company time or property? A. I never have.

Q. Did you have any knowledge of any committee meetings being held by the Alliance on company property, that is, other than the bargaining meetings with the management?

A. I was told of one they did hold.

Q. About when was that?

A. I believe it was about a year ago.

Q. By whom were you told?

A. Mr. Millman.

Q. What did you do about it? Did you give any instructions with respect to it? [820]

(Testimony of Paul D. Hileman.)

A. Yes, sir.

Q. To whom?

A. To Mr. Millman and Kearns, both.

Q. What was it you stated to them?

A. I told them under no circumstances was any committee meeting to be held on company time or company property either, and that I held them responsible for the enforcement of that rule.

Q. Have you ever received any telephone calls while you were at home from Lewis Porter?

A. Yes, sir.

Q. On more than one occasion?

A. Yes, sir.

Q. Can you fix the approximate date of any particular call, to start with?

A. I can fix only one, and I believe that was in October of last year.

Q. October, 1941? A. That is right.

Q. Where were you when the call was received?

A. I was at home.

Q. What time was it?

A. It was about 10:00 a. m., or a little later.

Q. Will you state what was said by you to Mr. Porter and what he said? [821]

A. Mr. Porter called me and said that he had worked a full day, or possibly more, making parts, and wanted me to know about it. I told him that—I think I thanked him for it, for his efforts, and told him sometimes we did get into a serious bind on shipments, and it was necessary for all of us to work as hard as we could.

(Testimony of Paul D. Hileman.)

He wanted me to meet him somewhere.

Q. That was that night?

A. Either that night or the next night.

Q. What did you say to him?

A. I told him it was too late, I couldn't meet him, and I suggested he come into my office to see me.

Q. What did he say?

A. He said that what he had to tell me was too confidential so that he couldn't see me at the plant.

Q. What did you say to him?

A. I told him I couldn't see him otherwise.

Q. Did you have any conversations of like character or any other telephone calls from Mr. Porter?

A. Yes. He called me several times. I think once more at home and once or twice at the office.

Q. Can you give me the substance of any of those conversations?

A. Yes, sir, they were all the same. He wanted to meet me some place and give me some highly confidential information. [822]

Q. Did you ever have any meetings with Mr. Porter, of any kind, except at your office or at the plant? A. I never did.

Q. Mr. Hileman, you have heard testimony with respect to the F. B. I. incident with Mr. Porter. If you testified with respect to that, would your testimony be substantially the same as that given by Mr. Millman? A. Yes, it would.

(Testimony of Paul D. Hileman.)

Q. Is there anything you can add to any conversations or anything with others that Mr. Millman didn't give? Just as briefly as possible, cover it.

A. No, Mr. Matthews came into the office and identified himself.

Q. To you?

A. Yes, sir. Beyond any doubt I knew who he was, and he told me Mr. Porter had gone to the F. B. I. with this bottle of oil containing emery grit, which he claimed either someone in the company had put in the oil cup of his machine, or someone in the plant had done it.

Q. Did Mr. Matthews tell you that?

A. Yes, sir.

Q. Was there anything else with reference to this matter that you could add to the story told by Mr. Millman?

A. Yes, sir.

Q. What? [823]

A. After Porter talked with Matthews for, about, I think the third or fourth time he was in Mr. Millman's office. He turned in his badge and identification card, and Matthews came up to my office and came in the door in great haste, and said: "I haven't time to talk to you now. I have got to make sure this fellow doesn't give me the slip."

I didn't know what he was talking about, and he went out of the plant at that time. Later he came back, and said, "Well, I guess everybody's happy."

I said, "What do you mean?"

He said, "Well, I have solved my problem. Porter

(Testimony of Paul D. Hileman.)

is out of the plant, and I think he will be happy, and I think everyone will be happier.”

Q. Did Mr. Matthews tell you anything with respect to anything which you are not at liberty to disclose here? A. Yes, sir.

Mr. Watkins: That is all.

Cross Examination

Q. (By Mr. Moore) Was Mr. Livingstone's purpose in coming out here in July of 1937 to install you as plant manager? A. No, sir.

Q. How long have you worked for Thompson Products altogether? A. About 15 years.

Q. You testified Mr. Livingstone referred to Mr. Kangas as a shop foreman, in his opinion. [824]

A. Yes, sir.

Q. Was that favorable reference or unfavorable?

A. It was neither one. He simply made a statement as to what he thought Vic Kangas' limitations were.

Q. And at that time was Kangas' position higher or lower than shop foreman?

A. That's what it was at that time.

Q. Did Mr. Livingstone indicate that he thought Kangas should remain in that position?

A. No, he didn't.

Q. Well, what was his purpose, as you understood it, in saying he considered Kangas a shop foreman?

A. Well, we were discussing the various men

(Testimony of Paul D. Hileman.)

who were in the plant, the foremen and the personnel of the plant. I had come in cold, and didn't know anyone, and also lacked any experience whatever in running a plant of that type.

Q. How did Kangas' name come up? Who mentioned it first?

A. I believe Mr. Livingstone did.

Q. Say what was said about Mr. Kangas.

A. Well, there was considerable friction between Mr. Dachtler, who was then acting plant manager, and Mr. Kangas, and the discussion as I recall it was about whether Mr. Dachtler was justified in his feeling about Kangas.

Q. State what was said about Mr. Kangas by Mr. Livingstone, if you can. [825]

A. I have already stated that. He referred to him as a shop foreman.

Q. He referred to him as a shop foreman or the shop foreman?

A. Maybe he said "the shop foreman."

Q. He just said: "Mr. Kangas is the shop foreman"?

A. I wouldn't be sure of that.

Q. He didn't recommend any change in Mr. Kangas' position at that time, did he?

A. No.

Q. Mr. Dachtler left the company shortly after that, did he not?

A. About a month after that.

Q. In your conversation with Mr. George Overlander, do you recall testifying as to that?

(Testimony of Paul D. Hileman.)

A. Yes, sir.

Q. What names were mentioned in connection with the presidency of the Alliance?

A. I testified Mr. Overlander brought up the name of Frank Osborne and Howard Baldwin.

Q. What did he say with respect to the men?

A. He asked me if I thought or felt that they would make suitable presidents of the Alliance.

Q. What did you say?

A. I told him I couldn't pass an opinion on the thing.

Q. Was anything said about their seniority? [826] A. No, sir.

Q. Nothing at all about their seniority?

A. No, sir.

Q. Did you ask Mr. Overlander about how long he had been in the plant?

A. I would have known how long he had been in the plant.

Q. Did you ask him? A. No, sir.

Q. You didn't discuss how long anyone had been in the plant? A. No.

Q. Was the name of Ed Fickle brought up at that meeting? A. No, sir.

Q. In any connection? A. No, sir.

Q. What was your purpose in asking Overlander to give you a few days to think the thing over?

A. To get him out of the office. He was rattling on at some length, and I couldn't advise him on what he wanted, so I said I was busy and rather than say, "Well, now, George, beat it out of here,"

(Testimony of Paul D. Hileman.)

I said, "Give me a couple of days and I will think about it."

Q. Did you say you couldn't advise him on the matter?

A. Yes. I told him that, told him that at the outset.

Q. But he persisted?

A. That's right. [827]

Q. You had the authority to order him out of the office?

A. That is right.

Q. In the fall of 1937 did Mr. Porter take a vacation?

A. Yes, he did.

Q. How long, do you know?

A. Two weeks.

Q. In that meeting with a representative of the War Production Board, do you know what union Smith and Spencer belonged to?

A. Yes, sir.

Q. They were representing the C. I. O., were they not?

A. Yes, sir. I don't know that they were representing the C. I. O. I had asked them to come in.

Q. Why had you asked them to come in?

A. Well, I was extremely provoked at the action they had taken, which I considered unwarranted. I wanted them to hear Mr. Eiseman's story, and also I wanted them to hear my story as to why certain machinery was not running 24 hours a day.

Q. Why was it Smith and Spencer rather than some other two men?

A. They were the two who were running around the plant telling other people what a bum job was

(Testimony of Paul D. Hileman.)

being done by Kearns and the foremen because the machinery wasn't all running.

Q. Did you ever talk to Spencer about that? [828]

A. Yes, when I had him in my office.

Q. In the presence of Mr. Eiseman?

A. Yes, sir.

Q. Have you ever talked to him privately about it? A. Yes, sir.

Q. Has he quit running around the plant making detrimental statements?

A. I don't know.

Q. Did Mr. Kangas ever actually give you any trouble? Or was it all threats?

A. Well, it is a question of what you call trouble. He gave me trouble business-wise.

Q. Did he ever carry out his threats?

A. You mean to put us out of the aircraft parts business?

Q. Yes.

A. Yes, he attempted to.

Q. Did he ever cause any change in your status, or try to, to your knowledge?

A. You mean my position?

Q. Yes.

A. That would be very difficult for him to do.

Q. Did he ever do it?

A. I don't know he ever did.

Q. Or tried to?

A. He may have attempted to discredit me with the Cleveland [829] office.

Q. To your knowledge, did he?

A. No.

(Testimony of Paul D. Hileman.)

Q. In these telephone calls that you received from Mr. Porter did he ever indicate what type of information he had to give you?

A. Only that it was something of an extremely confidential nature, that if I knew about, I would be very much concerned with.

Q. Did he never indicate the nature of it, except that it was confidential?

A. That is right.

Q. Did he ever mention anything about the Alliance? A. No, sir.

Q. The Alliance, had it been formed at the time you came to the plant?

A. Yes, it had been formed, at least I am told so.

Q. It requested bargaining rights shortly after you arrived? A. That's right.

Mr. Moore: That is all.

Mr. Watkins: Just one or two questions, please.

Redirect Examination

Q. (By Mr. Watkins) Mr. Moore asked you, I believe, whether or not Mr. Kangas had ever actually caused you any trouble. Was there any difficulty you had among the men in the plant [830] after Mr. Kangas left, as a result of statements he made? A. Yes, there was.

Q. Of what character?

A. Well, he circulated the rumor that I was going to discharge at least half of my foremen staff and possibly 40 or 50 men.

Q. Was there ever any wire received by your

(Testimony of Paul D. Hileman.)

head office which reflected on the morale of the people in the plant? A. Yes, sir.

Q. Subsequent to this date?

Mr. Moore: I will object to that and ask the answer be stricken, unless it is further identified.

Trial Examiner Whittemore: I will sustain the objection.

Mr. Watkins: May it be put in subject to strike, Mr. Examiner, because I do hope to have it identified.

Trial Examiner Whittemore: Well, I will permit you to.

Mr. Watkins: Subject to strike, and I will stipulate your objection runs to this line.

Q. (By Mr. Watkins) Will you state whether or not an investigation was made to seek the sender of that message? A. Yes, sir.

Mr. Watkins: That is all at this time with regard to that. The document I do not have here, and that is the reason why I cannot go any further; but I will refer to it later.

Q. (By Mr. Watkins) Mr. Hileman, you referred to an incident [831] involving the War Production Board, in your office. A. Yes, sir.

Q. Had the War Production Board officials made a checkup of your concern a short time prior to this meeting?

A. About six days before that two men from the War Production Board came out and talked at length with me and went through the shop with me.

(Testimony of Paul D. Hileman.)

Q. Did they, at that time, make any statements about how your plant was operating?

Mr. Moore: I will object to that as immaterial.

Trial Examiner Whittemore: I think the whole incident is, but since it has got in, finish it up.

The Witness: Yes. We were told if all shops were running as well as ours was running they would have no headaches at all. [832]

Redirect Examination

Mr. Watkins: Will you mark this as respondent's exhibit for identification next in order, please.

(Whereupon, the documents referred to were marked Respondent's Exhibits 8-A, B, C, 9-A, B, C, D, 10 and 11 for identification.)

Q. (By Mr. Watkins) Mr. Hileman, I will show you a document consisting of three pages, marked for identification as Respondent's Exhibits 8-A, B and C. Will you examine that and state what it is as to each page. What is 8-A, then 8-B, then 8-C.

A. Well, 8-A is a list of the types of die steels that we use in making valves. It also lists the other purposes to which those steels can be put.

Q. What about 8-B?

A. "B" is an inventory of the types of piston pin steels which we carried in 1939. It shows the size, progressively, and the amount on hand, and "C", I believe, is simply a recap [834] of "B"; I believe I am right. If I look at this—yes, that's what it is.

Q. Do you know who prepared 8-A, B and C?

(Testimony of Paul D. Hileman.)

A. Well, 8-A was prepared by Vic Kangas; 8-B was done by a stenographer, and 8-C might have been prepared also by Vic, but I am not sure of it.

Q. You are sure, though, 8-A was prepared by him?

A. Yes, that was one of his duties.

Mr. Moore: May I have the record read as to 8-B?

Trial Examiner Whittemore: Yes.

(The record was read.)

Mr. Watkins: I offer this as Respondent's Exhibit 8 in evidence.

Trial Examiner Whittemore: Any objection?

Mr. Moore: I will object to 8-C, inasmuch as it has not been identified, to my satisfaction anyway.

Trial Examiner Whittemore: Well, I don't think it has either. I will, however, ask for what purpose it is offered.

Mr. Watkins: I would rather, Mr. Examiner, put in these other exhibits and ask questions about them, than to disclose the purpose at this particular time.

Trial Examiner Whittemore: Then I will reserve ruling.

Mr. Watkins: All right.

Q. (By Mr. Watkins) I will show you, Mr. Hileman, Respondent's exhibit for identification, 9-A, B, C and D, and will [835] ask you what those are.

A. Well, those are letters that have to do with men who were to be laid off in the fall of 1939.

(Testimony of Paul D. Hileman.)

About that time there was a slackening up of our activities and I had asked Mr. Kangas to always notify me in writing as to the men who were being laid off, simply so that I could keep abreast of how many men were employed at any given time.

Q. Do you know, of your own knowledge, if those were prepared by Mr. Victor Kangas?

A. Yes, sir.

Q. Will you examine them and tell me whether or not you know of your own knowledge Mr. Kangas wrote the items written on 9-C for identification, and 9-D for identification, in pencil or in ink?

A. I wouldn't say on "C" that Mr. Kangas had written it. I would definitely say that on "D" in pencil, he had written that.

Mr. Watkins: At this time I will offer Respondent's Exhibit 9-A to D for identification into evidence.

Mr. Moore: I will object at this time that they are not shown to be relevant to the issues.

Trial Examiner Whittemore: Do you want to state your purpose at this time?

Mr. Watkins: No, I would rather put them all in, Mr. Examiner, and I assume the Examiner is going to reserve his [836] ruling on this also?

Trial Examiner Whittemore: I shall, unless I know what your purpose is.

Mr. Watkins: Yes.

Q. (By Mr. Watkins) I will show you, Mr.

(Testimony of Paul D. Hileman.)

Hileman, a document marked Respondent's Exhibit 10 for identification, and will ask you to state what that is and who prepared it, if you know?

A. Yes, I do know. It was prepared and written by Victor Kangas. It is a factory routing sheet for intake valve J-1244. We designate our replacement parts by numbers, and that is one of them, and he shows the routing in its proper order here through to the final operation, and he was the only man who made out these routing sheets at that time.

Mr. Watkins: I will offer Respondent's Exhibit 10 for identification in evidence at this time, Mr. Examiner, and state the purpose of offering these exhibits: And that is, to identify the handwriting and printing of Victor E. Kangas.

Trial Examiner Whittemore: I suggest first you remove the document that the witness has already stated he doesn't find handwriting on, or he doesn't know anything about.

Mr. Watkins: I think perhaps that would make it easier, Mr. Examiner.

Trial Examiner Whittemore: In the first place, 8-A is the only one which you identified. I think there was one [837] in 9.

Mr. Watkins: At this time I will withdraw my offer to put into evidence Respondent's Exhibit 8-B and C, and Respondent's Exhibit 9-A, B and C, and renew my offer as to Respondent's Exhibit now marked 8-A for identification, and suggest it be marked 8; Respondent's Exhibit 9-D for identi-

(Testimony of Paul D. Hileman.)

fication, and suggest it be marked Respondent's Exhibit 9, and Respondent's Exhibit 10 for identification.

Trial Examiner Whittemore: Could I see 10 for a moment. I didn't see 10. Do you have any objection to these, Mr. Moore?

Mr. Moore: No, no objection.

Trial Examiner Whittemore: All right. The documents are received.

(Whereupon, the documents referred to were received in evidence and marked Respondent's Exhibits 8, 9 and 10.)

COLLET STEELS

S.A.E.-3120

DIE STEELS

S.A.E. 6150

S.A.E.-6140

Seminole

LUDLUM #185

Mohawk Hot die Bradley

Pompton Bradley

Brabrum Talloy Incol

VASCO MARVAL TEST

PUNCH STEELS

Rex A.A. High Speed

CENTERS

Rex A.A. High Speed
utica

PUNCH DIES

REX - A.A.

NATIONAL LABOR RELATIONS BOARD

CASE NO. 2088 } ^{VI-C} REG-
PAILHONGA
RESPONDENT I.E. B.T. NO. 5 Red

IN THE MATTER OF Pompton Prod

DATE 10/7/42 WITNESS Hellenor

ETHEL E. FISHER, OFFICIAL REPORTER

BY Tom Narney

FORM 1002

INTER-OFFICE LETTER

TO Listed Below		WRITTEN FROM
FROM V. E. Kangas		DATE October 8, 1939

cc: P. D. Hileman
 J. E. Stewart
 E. M. Cameron
 V. E. Kangas

Employees laid off October 8, 1939

Clock No.	Name
41	C. E. Cunningham
37	Joe Walker
33	Fed Lay
43	James A. Watts
39	J. E. Clabaugh
57	Pearl Fosson
27	W. J. Clifford
69	R. L. McCoy
87	W. J. Barbens
5	George Erickson

Yours very truly,

V. E. Kangas

NATIONAL LABOR RELATIONS BOARD
 CASE NO. 2088 ¹⁰⁷⁸⁰ _{FILED} EXHIBIT NO. 9- Reed
 IN THE MATTER OF Hompson Prod
 DATE 10/7/39 WITNESS Hillman
 ETHEL E. FISHER, OFFICIAL REPORTER
 BY J. M. Hanney

JADSON MOTOR PRODUCTS CO.

BELL

CALIFORNIA

J 1274

QTY	PRICE	TOTAL
1244-945	1200	
1244-585	550	
300	500	
330	250	
1125	1500	
	800	
	800	
850	800	
360	300	
375	350	
500	250	
450	400	
800	800	
700	600	
375	350	
500	800	
400	400	
1000	1000	

upset + page
 upset cover
 the work
 Thompson
 1200
 R. H. item
 Turn Color
 Turn for 200
 1200
 upset book
 800
 1200
 Furniture
 800
 Furniture
 800
 Bill Chamber

NATIONAL LABOR RELATIONS BOARD

CASE NO. 2088 ^{XXI C} BOARD PETITIONER-RESPONDENT EXHIBIT NO. 10- Reed
 IN THE MATTER OF Thompson Prod
 DATE 10/7/02 WITNESS Hilman
 ETHEL M. FISHER, OFFICIAL REPORTER
 BY M. Harney

(Testimony of Paul D. Hileman.)

(Whereupon, Respondent's exhibits 8-B and C, and 9-A, B and C were withdrawn.)

Q. (By Mr. Watkins) Mr. Hileman, I will show you Respondent's Exhibit 11 for identification. Will you state what that is, please, without reading the contents of it. Just state what it is.

A. Yes; that's a wire which was addressed to Mr. Ray Livingstone at our Cleveland plant. The wire was filed in Compton, [838] California. Mr. Livingstone returned the wire to me for my information.

Q. That is a copy of the wire returned to you for your information?

A. That is right. I believe that is the actual wire.

Q. The original of it? A. Yes.

Mr. Watkins: Mr. Examiner, at this time, and referring to Respondent's 11 for identification, I would like to offer in evidence Respondent's Exhibit 2 for identification as being the handwriting or printing of Mr. Victor Kangas made during this hearing.

Trial Examiner Whittemore: Is there any objection?

Mr. Moore: No objection to Exhibit 2.

Trial Examiner Whittemore: All right. Respondent's Exhibit 2 will be received.

(Whereupon, the document heretofore marked Respondent's Exhibit 2 for identification, was received in evidence.)

I am sorry I didn't see you
the better for the situation. The
Presented in my will, that had
a damned good

I am sorry I didn't get in on the list for the case

I AM SORRY I DIDNT GET

NATIONAL LABOR RELATIONS BOARD
 CASE NO. 2085 ^{FILED} _{RESPONDENT} EXHIBIT NO. 2 Reel
 IN THE MATTER OF Thompson Prod
 DATE 10/6/4 W. H. S. - 5 in gas
 BY ETHEL E. FISHER OFFICIAL REPORTER
W. H. S. - 5 in gas

(Testimony of Paul D. Hileman.)

Mr. Watkins: I would like now to offer in evidence Respondent's Exhibit 11.

Trial Examiner Whittemore: Any objection?

Mr. Moore: Objected to as to materiality.

Mr. Watkins: I would like to have it understood that I may substitute copies, or photostatic copies, of any of these [839] documents.

Mr. Moore: No objection to that.

Trial Examiner Whittemore: And I want to hear some more about this before I rule on it. I don't see any materiality as yet.

Q. (By Mr. Watkins) All right. Mr. Hileman, referring to Respondent's Exhibit 11 for identification, will you state what you did with respect to that wire when you received it?

Mr. Moore: I will object to it as being immaterial, until it is connected up in some way.

Trial Examiner Whittemore: Let me get at this: Is it your plan to attempt, at least, to hook this up to Kangas?

Mr. Watkins: Yes, show it was sent by Mr. Kangas.

Trial Examiner Whittemore: To save calling this witness back, I have no objection. It will be stricken providing it isn't connected up.

Q. (By Mr. Watkins) Will you state whether or not you made any investigation to determine who sent this wire? A. Yes, sir, we did.

Q. Why did you make an investigation about it?

A. Because it was an obvious attempt to discredit the management of the West Coast plant

(Testimony of Paul D. Hileman.)

with the Cleveland plant. In other words, we knew of, or had permitted situations to exist in the plant which were not conducive of good morale within the organization. [840]

Q. Did you make any investigation to ascertain who sent the telegram?

A. Yes, sir, we did.

Q. Will you state what investigation you made in that regard?

Trial Examiner Whittemore: Well, first let us find out: Did you find out who sent it, to your satisfaction?

The Witness: Yes, sir.

Trial Examiner Whittemore: All right.

Mr. Watkins: Has this been admitted, now, Mr. Examiner?

Trial Examiner Whittemore: No, it hasn't. He hasn't testified to it as yet. The point is: I am not interested in any investigation unless it led somewhere.

Q. (By Mr. Watkins) Did you make an investigation and come to a conclusion as to who sent this wire?

A. I asked Mr. Millman to investigate the thing and report back to me.

Q. What did he report to you?

A. He reported that he had obtained a copy of the original wire. I also discussed it with our chief engineer, who is in charge of the inspection department, and who was over the party named in this wire.

(Testimony of Paul D. Hileman.)

Q. And did you make any conclusion from that investigation as to who had sent the wire?

A. Yes, we did.

Q. What was it? [841]

A. We concluded that Vic Kangas had sent it.

Mr. Watkins: Will you mark this as the next respondent's exhibit?

(Whereupon, the document referred to was marked Respondent's Exhibit No. 12 for identification.)

Q. (By Mr. Watkins) I will show you Respondent's Exhibit 12 for identification, and ask you what that is?

A. Well, that is a photostatic copy of the original wire that was addressed to Mr. Livingstone in Cleveland.

Q. And you obtained the original wire and had it photostated, from the Western Union Telegraph Company?

A. Yes, sir.

Mr. Watkins: I offer this, Mr. Examiner, as Respondent's Exhibit 12 in evidence.

Trial Examiner Whittemore: Any objection?

Mr. Moore: No objection.

Trial Examiner Whittemore: All right. The document is received.

(Whereupon the document heretofore marked Respondent's Exhibit No. 12 for identification, was received in evidence.)

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER
SPECIAL SERVICE	SHIP RADIOGRAM

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1207-B

 9.5
 5.5
 1941 JAN 7

CHECK
217 W 10
ACCOUNTING INFORMATION
CB
PM WIRE FILED 48

R. B. WHITE
PRESIDENTNEWCOMB CARLTON
CHAIRMAN OF THE BOARDJ. C. WILLEVER
FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COMPTON, CALIF

To THOMPSON PRODUCTS CO

JAN

1941

Street and No. CLARK WOOD ROAD

Place CLEVELAND OHIO

ATTENTION RAY LIVINGSTONE

AN EMPLOYEE IN OUR PLANT LADEAN GREGG INSPECTION DEPARTMENT
 CARRYING AFFAIR LEROY SHADRACH INSPECTION FOREMAN, CAUSING
 SEPARATION IN SHADRACH FAMILY ALSO MUCH CRITICISIM IN PLANT
 PET IN DEPT DISSATISFACTION OTHER EMPLOYEES IN DEPARTMENT
 SUGGEST SOME THING BE DONE

EMPLOYEE AND OLD GUARD,

THOMPSON PRODUCTS WEST COAST PLANT

8354 WILCOX AVE. BELL CALIF

Sender's address
for referenceSender's telephone
number

(Testimony of Paul D. Hileman.)

Mr. Watkins: Has there been a ruling yet on Respondent's Exhibit 11? This is simply a copy of the original of 11.

Trial Examiner Whittemore: Well, I will receive 11 at this time. It is the same thing. I think that is the only [842] important one. Eleven isn't particularly important, except to show why he took certain action.

(Whereupon the document heretofore marked Respondent's Exhibit 11 for identification, was received in evidence.)

RESPONDENT'S EXHIBIT No. 11

Western Union Telegram

WU J31 47 NT 10 Extra Compton Calif Jan 7
Thompson Products Co.

Clark Wood RD Attn Ray Livingstone

An employee in our plant Ladean Gregg inspection department carrying affair Leroy Shadrach inspection foreman. Causing separation in Shadrach family also much criticism in plant pet in dept dissatisfaction other employees in department Suggest something be done.

Employee and old guard Thompson Products
West Coast Plant 8354 Wilcox Ave Bell California.
8354. Jan. 8 857A

Q. (By Mr. Watkins) Mr. Hileman, in coming to your conclusion as to your statement that Mr.

(Testimony of Paul D. Hileman.)

Victor Kangas wrote the wire, did you compare Respondent's Exhibit 12 with the handwriting which you had, such as that contained in Respondent's Exhibits 8, 9 and 10?

A. That is right. That, plus the fact that we, as I started to say, discussed it with our chief engineer and he in turn talked with the man who is named in the wire, who immediately said that it was his belief that Vic Kangas had sent that wire to cause him trouble in the company.

Mr. Watkins: I think that is all.

Mr. Moore: No questions.

Q. (By Trial Examiner Whittemore) This was after you had already discharged Kangas, wasn't it?

A. That is right.

Q. Was it about six months after that?

A. Is that in January?

Q. 1941.

A. That is right, about six months; about five months.

Trial Examiner Whittemore: All right. You are excused. [843] Thank you.

(Witness excused.)

Mr. Watkins: I would like to call Mr. Harris.

Mr. Moore: Before we begin with the testimony of this witness, may I be excused for about two minutes?

Trial Examiner Whittemore: Surely. We will take a two minute recess.

(A short recess.)

JOHN L. HARRIS

a witness called by and in behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Watkins:

Q. Will you give your name to the reporter?

A. John L. Harris.

Q. Will you state your occupation, Mr. Harris?

A. Examiner of questioned documents.

Q. Will you state very briefly and not to exceed two minutes your qualifications, your experience?

A. I have been in this work for about 25 years. I was formerly located in Seattle. I moved to Los Angeles 7 years ago. I have testified in the Federal Courts, Superior Courts, Municipal Courts, in most of the Western States; in fact, all of them.

Q. Were you requested by someone from the respondent in this case, Thompson Products, Inc., to make an examination of a [844] particular document?

A. Yes.

Q. Was that document Respondent's Exhibit 12, which I now show you?

A. Yes, which is a photostat of a telegram.

Q. In connection with that exhibit, did you examine documents which are now in evidence as Respondent's Exhibits 8, 9, 10 and Respondent's Exhibit 2?

A. Yes.

Q. Did you come to a conclusion as a result of that examination as to who wrote Respondent's Exhibit 12?

A. Yes.

(Testimony of John L. Harris.)

Q. What is your conclusion in that regard?

A. My conclusion—I might state my conclusion is based upon the fact that these various exhibits, Respondent's Exhibits 8, 9, 10 and 2 were all in the handwriting of the same person, and in making a comparison of those four exhibits with Respondent's Exhibit 12, I reached the conclusion that the same person wrote all of the documents.

Mr. Watkins: That is all.

Mr. Moore: No questions. [845]

Mr. Baldwin: Mr. Examiner, may I put one witness on the stand?

Trial Examiner Whittemore: Surely, if that is agreeable to you, Mr. Watkins.

Mr. Watkins: Yes, it is.

SUSAN RICKARDS

called as a witness by and in behalf of the Alliance, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Baldwin:

Q. Your full name, please?

A. Susan Rickards.

Q. For whom do you work?

A. I work for the Aerial Corporation.

Q. How long have you been there? [846]

A. I started to work there the latter part of November or the first part of December, 1941.

(Testimony of Susan Rickards.)

Q. Do you know Mr. Victor Kangas?

A. Yes, I do.

Q. How long have you known Mr. Kangas?

A. Well, I have been employed by Mr. Kangas for a period of nine months, I would say, eight and one-half months. [847]

Mr. Baldwin: She didn't state she worked for them.

Trial Examiner Whittemore: What any man said during the past nine months, what has that got to do with the issues in this case?

Mr. Baldwin: I thought it was important for this reason: That Mr. Kangas has a tendency to, or at least I gathered, has tendency to ask people to join organizations.

Trial Examiner Whittemore: This witness says he didn't ask her. Whatever he may have said has nothing to do, it seems to me, with the issues involved in this case. Suppose he was a paid organizer for the C. I. O. at the present time? What difference would that make?

Mr. Baldwin: It could make this much difference: That if he has a tendency to meddle in labor's problems in business, why, he might have done it at Thompson Products, and he might have bothered our members at that time. [848]

Mr. Moore: Well, that's what the allegations of the complaint are.

Mr. Watkins: It might show bias, also, Mr. Examiner, very definitely I think.

Trial Examiner Whittemore: I tell you frankly

(Testimony of Susan Rickards.)

I do not consider it material. If you consider it so—is this going to be very brief?

Mr. Baldwin: I hope to make it just as brief as possible, sir.

Trial Examiner Whittemore: Go ahead. [849]

Q. Was that all there was to the conversation?

A. No, that was not.

Q. What else was said by Mr. Kangas?

A. I got up to leave, and then I said, "Well, if that's the way it stands, all right."

I got up to leave; as I opened the door to leave Mr. Kangas told me—this was about three days before, he stated, "If you want to know what to do about it, I would go C. I. O., as the shop is going C. I. O.; we know that." That was three days before the election.

Q. Was that all the conversation you had with Mr. Kangas at that time?

A. He did state the fact he thought the C. I. O. was a far better union. [850]

Q. He did say that to you?

A. Yes, he did. [851]

Trial Examiner Whittemore: Take your time and answer the questions to the best of your ability and then you won't have to change your answers. Did he suggest it?

The Witness: Yes. He suggested I join the C. I. O.

Trial Examiner Whittemore: When?

The Witness: It was about three days previous to the election.

(Testimony of Susan Rickards.)

Trial Examiner Whittemore: This is the same occasion you have testified about?

The Witness: Yes, sir.

Trial Examiner Whittemore: He asked you if there was [855] any other time.

The Witness: No, there wasn't any other time in particular.

Trial Examiner Whittemore: All right, then, that is the answer to your question.

Q. (By Mr. Baldwin) What did Mr. Kangas say to you, his exact words?

A. You mean previous to three days before the election?

Q. Just his words.

A. As I got up ready to leave he called me back and he stated the fact that the C. I. O. would be going into the shop, and that it was a far better union to go into, that they were going to get it. In other words, he gave me the choice, if I wanted to be on the winning side, he gave me an idea of what to do about it.

Mr. Baldwin: That is all.

The Witness: And it was a far better union, to his estimate. [856]

Trial Examiner Whittemore: This seems to be an academic discussion. If there is any question in your mind that you have not been permitted to answer questions fairly, I want to know about it. But let's not enter into an academic discussion.

The Witness: The point was to prove Mr. Kangas had authority, and he did speak to other em-

(Testimony of Susan Rickards.)

employees as to how he believed, and how things should be run. There aren't the questions asked me where I can give an answer. After all, this was no frameup. The matter was put up there for me to answer questions the way he wanted me to, and I thought to answer that way of "no" was wrong. If I would be permitted to tell my story, how this happened when the union first came into the Aerial Corporation, I think it would have a lot more bearing on the case.

Trial Examiner Whittemore: On what case?

The Witness: On how Mr. Kangas does go around and speak his viewpoint and feels people should be made to believe in his viewpoint. [858]

Q. Now, let us not go into that. That would be a long discussion.

A. Can we go into that long discussion? I think each person, you should take as an individual; you can't just take a whole group of people and put them together and pass on the same thing; each have different stories, perhaps it is the same thing in the long run, but each stated it in different words. They were all converted to C. I. O.

I know the girls in that group, some of them were not going to go union at all. I was absent one day from work and when I returned I was asked if I had joined up with the union. I said, "No, I haven't. What have you girls done?" [860]

They said, "We have joined."

I said, "What brought that on?"

(Testimony of Susan Rickards.)

They said, "Well, we were handed cards, and Mr. Kangas said it was perfectly all right for us to go C. I. O.; and if he was good enough to fight for us the least we could do was to do what he wanted to us to do."

Q. This was at the Aerial Corporation?

A. Yes.

Q. Have you made your full statement?

A. Yes, I have. [861]

The Witness: Well, so far as that goes, so far as the Aerial Corporation, most naturally, they are out of this. But I do know, so far as Mr. Kangas is concerned he has done it, so far as that goes, talked for the C. I. O., knowing how the circumstances were down at the shop. It's a very small shop employing about 50 to 60 employees, I believe, and it is not a very large shop. We do talk and get acquainted with one another.

Mr. Moore: I now object.

Trial Examiner Whittemore: Let her finish. Will you [863] please make it brief?

The Witness: The fact is that I do happen to know for a fact that that shop was going A. F. of L. because it seems like most of the men were going in that.

I was presented with a button. Of course, I am neither. I was neutral to the whole thing, and I was presented with the button by one C. I. O. man, which I returned, stating I had not quite decided what to do.

(Testimony of Susan Rickards.)

Mr. Kangas had passed out the cards, and the girls signed them against their own better judgment, which I know that is a fact, because when they had the impression one man was helping them out, they thought that they should, in return, do all they possibly could for him.

He has a very nice way of presenting himself, when it comes to the employees; and that was misrepresentation, because you talk to one, and they tell you to do as you please; and that was something Mr. Kangas or any of the other officials in there had no right to say or quote, what they thought of either union. They should not have showed any partiality to either one. And Mr. Kangas has showed partiality to the C. I. O., and he has turned the employees to the C. I. O., making him think he was with them 100 per cent.

And Mr. Kangas walked out on those boys before the whole thing was settled, which should not have been done, to my estimation. He should have finished the whole thing through, [864] and he did leave those boys, just like he said, "Well, boys, I have got it started; now, you fight it out yourself." And that was not right nor was it fair.

I am not contending for anyone, or against Mr. Victor Kangas, so far as any personal reasons are concerned, but you wanted to find out how he was in the habit of working out these things, and that is the way he worked it out, through misrepresentation. [865]

RAYMOND S. LIVINGSTONE

called as a witness by and in behalf of the Respondent, having been first duly sworn, was examined and testified as follows: [866]

Direct Examination

Q. (By Mr. Watkins) Will you give your full name to the reporter.

A. Raymond S. Livingstone.

Q. Mr. Livingstone, will you state what your connection with Thompson Products is?

A. I am director of personnel.

Q. You are located where?

A. My office is in Cleveland, Ohio.

Q. How long have you occupied that office?

A. Since 1937.

Q. What part of 1937?

A. Since about March of 1937.

Q. Did you make a visit to what is now the West Coast Division of Thompson Products, Inc., in the year 1937? A. I did.

Q. Can you state when that was?

A. My first visit was the early part of June, 1937.

Q. What was the purpose of your visit?

A. That was because there had been charges made against the company by the C. I. O. that two men had been discriminatorily discharged.

Q. And while you were out here on that visit did you investigate those charges?

A. I did. [867]

(Testimony of Raymond S. Livingstone.)

Mr. Moore: I will object to it as immaterial, and I will ask that the answer be stricken.

Trial Examiner Whittemore: Well, I don't know the purpose. You merely want to identify why he came out?

Mr. Watkins: Yes. That is all it has to do with it.

Trial Examiner Whittemore: Suppose you withdraw your question as to whether or not he investigated it.

Mr. Watkins: All right. I will withdraw the question. No, Mr. Examiner, I will take that back. I would rather have the question in, because I have asked the purpose of his visit and if he did come out here and investigated it, it is pertinent to the case.

The Witness: I might say that wasn't the only reason I came out here. There was a secondary reason in connection with it.

Q. (By Mr. Watkins) Will you state what the other reasons were you came out on your first visit?

A. Mr. Klegg, executive vice-president of the organization, asked me, also, to check into conditions in the plant, from the entire standpoint of personnel administration.

Q. About when did the company acquire the West Coast plant?

A. I believe a month or two before my trip.

Q. While you were out on this first visit did

(Testimony of Raymond S. Livingstone.)

you have any discussions with the personnel in this division? A. Yes, sir. [868]

Q. Will you state briefly what talks you had with the personnel.

A. I had talks with the entire administrative organization and also with many of the fellows in the plant. I talked with Mr. Dachtler, who was then the acting manager of the plant. I met Mr. Clark, who was the factory manager. I met Mr. Kangas, who was termed, I think, foreman, or on some occasions acting assistant works manager, or something of that nature. I met Alex Robb, the engineer, and Max Rogers; a number of people.

Q. Did you talk to some of the men during this time, also? A. Yes, I did.

Q. In connection with that, what did you find out, just briefly, as to the conditions which existed at this time among the workmen?

A. They were very unsettled and there was much dissatisfaction and nervousness.

Q. Did any of the men make any statements to you about their attitude in that regard?

A. Yes. A number of men asked me what we were going to do with the company, whether we intended to continue operating it, or whether it was going to be closed down. There was some questions asked me about wages.

Q. What did you state about closing down the plant?

A. I told them that there was no intention on our part of [869] closing down the plant.

(Testimony of Raymond S. Livingstone.)

Q. Did you have a conversation, did you say, with Mr. Victor Kangas at this time?

A. Yes, I did.

Q. Did you have more than one conversation with him?

A. Yes, I had several, on that first trip.

Q. Can you state, as nearly as you can recall, specific conversations with Mr. Kangas. When they occurred and where?

A. No, I can't fix the times. There were several conversations in a four or five day period.

Q. Were there any discussions of unions in any way, with Mr. Kangas, in these conversations?

A. Yes. At the time I was getting the story from him as to why these two men had been discharged, I asked him what the union situation was in the plant.

Q. What did he tell you?

A. He said it was mostly C.I.O., there were many C.I.O. people.

Q. Did he state any percentage figure of any kind?

A. I can't recall he did.

Q. On your second visit to the plant, you made a second visit to the plant after that, did you not?

A. I did.

Q. Can you state when you arrived in Los Angeles on your second visit? [870]

A. Yes, I arrived on the morning of July 23rd.

Q. Of 1937? A. 1937, yes.

Q. What was the purpose of your second visit?

A. To install a complete personnel system in

(Testimony of Raymond S. Livingstone.)

the plant, and also probably to aid in the introduction of a wage incentive system that was being put in at that time.

Q. Did you extend your visit after you got here to a longer period than you had originally anticipated? A. Yes, I did.

Q. Why was that?

A. I originally planned to stay only five or six days. Then, Mr. Klegg, the executive vice-president, phoned me that he was coming out, and that Paul Hileman was going to be appointed manager of the plant. Mr. Klegg wanted me to stay and help Paul with this wage incentive system and generally guide him, as I was familiar with many of the people in the plant and Paul was a stranger to the company.

Q. Did you have any meetings on this second visit with Mr. Charles Rogers, who was then the chief organizer for the C. I. O. at the plant?

A. I did.

Q. Where did such a visit take place?

A. At the Jonathan Club.

Q. When? [871]

A. As I recall it, that was sometime during the week, or the Monday following my arrival in town.

Q. Will you state who was present at the meeting with Mr. Rogers.

A. Mr. Hileman and myself.

Q. Will you state what was said by each of you at that meeting?

A. Mr. Rogers had phoned me at the plant and

(Testimony of Raymond S. Livingstone.)

said he wanted to meet with me and discuss the Jadson situation. I said all right, and I agreed to meet him down at the Jonathan Club.

Mr. Hileman went down with me, and he was sitting in the lobby there; he was the only man waiting. We went upstairs and had lunch. During lunch he, too, inquired as to what we were going to do with the plant, whether we were going to close it up or continue operating it. He asked something about our wages, what was our wage level there. He asked about the independent union that had started just about that time, and what I knew about it, and whether we had done anything about it. I said we hadn't.

He said, "I am investigating that now," and he said, "If I find out that everything is all right, you are never going to hear any more from me. I am convinced you people are honest and sincere in what you are going to do in this plant." [872]

"But," he said, "if I find out it is not as you tell me it is, then you are going to hear more from me."

Q. Was that the end of your conversation with Mr. Rogers?

A. That was the end of it, although I did get a very nice letter from him saying he enjoyed the meeting and enjoyed dinner and hoping to see me again sometime.

Q. Mr. Livingstone, you have heard some testimony here with respect to a meeting at Uncle Gabriel's cabin, I believe it was called?

A. Yes, sir.

(Testimony of Raymond S. Livingstone.)

Q. Do you remember about the meeting?

A. Yes, sir.

Q. Do you remember why it was held?

A. Yes, sir.

Q. Why was it held?

A. Well, the best way to explain it is this: The independent union was going to have a meeting; either Vic Kangas or Lyman Hodges came in to Mr. Dachtler's office while I was there and said that a couple of the foremen had asked whether they should go to the independent union meeting. And both Dachtler and I told either Hodges or Kangas, whoever it was, "Lord, no," they were supposed to stay away.

After whoever we were talking to left the office, and it is not clear in my mind, I said to Mr. Dachtler that we ought to get the foremen together and bring them up to date [873] on this situation, what was going on in the plant, or what we intended to do, and warn them specifically to keep out of the picture.

Mr. Moore: I will object to this narrative form of testimony.

The Witness: Well, that's what I told him.

Mr. Moore: I don't doubt that, Mr. Livingstone. However, we should have this in question and answer form in order that we may interpose an objection, if something material comes up.

Trial Examiner Whittemore: I will permit it. I will overrule your objection. He has simply tes-

(Testimony of Raymond S. Livingstone.)

tified to what he and Dachtler were talking about.

Mr. Watkins: And the why of the meeting.

Trial Examiner Whittemore: The why of the meeting, he hasn't got to the meeting yet.

Mr. Watkins: No, I haven't asked him about it.

Q. (By Mr. Watkins) Was that substantially the reason for the meeting?

A. Those were the circumstances leading up to the meeting.

Q. Yes. How was the meeting arranged?

A. Then, I believe Dachtler called in Hodges and asked Hodges where would be a place convenient to the plant to have a meeting. I think there was some mention on my part of having it downtown, but someone suggested it would be [874] better to have it out near the plant. Hodges, as I recall, said that Uncle Gabriel's was close by, and you could get good food, and that would be the place to go.

So Dachtler told him to check with the foremen and find out when a convenient time would be.

Q. Was this to be a meeting only of supervisors?

A. Just supervisors, yes.

Q. When was this meeting held?

A. I don't know exactly when it was held, but it was sometime near the latter part of that week.

Q. Of which week is that?

A. Well, I arrived on July 23rd, and it was sometime during the end of the following week, probably on a Thursday or Friday; I am not quite

(Testimony of Raymond S. Livingstone.)

sure. I am not sure at all of the date, but I know it was during that week and towards the end.

Q. Then you did have a meeting?

A. We had a meeting, yes.

Q. Was there any particular speaker? Any formality to it?

A. No, there wasn't; it wasn't that kind of a meeting.

Q. Can you state briefly what was said at this meeting by you and by the others?

A. Well, it was a very informal meeting, and I think Mr. Dachtler led off by saying that we had called the boys together to specifically explain why they weren't to take any part in guiding or directing this independent union that had started. [875]

Then he asked me if I would tell them something about the Wagner Act, which I did. I told them the employees had a right to organize. I said they should be very careful about this matter, because as I understood it, there had been A. F. of L. and C. I. O. interested in the plant at that time, in fact I—no. Then we got that part of it out of the way.

Then some of them asked me how we bargained in Cleveland and in Detroit. I told them that in Detroit we had relationship with the C. I. O. We had signed the first sole bargaining contract in the history of the automotive industry with the C. I. O. in Detroit. I told them we had just had one headache after another with the C. I. O. after signing the contract, which was considered to be a model

(Testimony of Raymond S. Livingstone.)

contract, we had had three sitdown strikes in three months.

Then I told them in Cleveland we had an independent union, and I told them our relationships had been satisfactory with that. Then, other points that I made were, that regardless of what organization represents the fellows, they are still our own fellows, it is still the same company, and we should treat everybody fairly, settle grievances promptly, because major matters grow out of little things that aren't settled on time; and there was just so much the company could give.

Q. Was anything said in this meeting about moving the plant back to Cleveland or closing the plant out here in case the [876] A. F. of L. or C. I. O. got in?

A. No. In fact, there was no discussion of that type at all.

Q. After that meeting did you have any meeting with Victor Kangas in which there was any conversation about his obtaining a trusted employee to form an independent?

A. Absolutely not. In fact, I warned everybody at that meeting, at the conclusion as well as at the start, that they were to strictly keep hands out of the union meeting—union matters, and I also explained to them about discharging people. I talked to them about the Blankenship case, and the MacIntosh case, explaining the necessity for records—

Q. When you refer to the two cases, one of

(Testimony of Raymond S. Livingstone.)

which was the MacIntosh, you mean the discharge cases about which charges were brought in the National Labor Relations Board?

A. That is right, yes.

Q. Mr. Livingstone, referring now to a period during the second meeting, did you have a meeting with Mr. Lewis Porter at the Jonathan Club?

A. I did. You mean during my second visit?

Q. Yes. I said the second meeting; I meant the second visit. Will you state how that meeting came about.

A. Yes, sir.

Q. All right.

A. On Saturday morning after I had arrived—

Q. This was the day after you arrived? [877]

A. Yes, sir. I arrived on a Friday morning and I didn't go into the plant at all that day. I went out to the plant, but not in it; and the following morning I walked out through the shop just to look around, and I visited with six or seven people. And after I got back in the office, in Dachtler's office, and Dachtler was there, Vic Kangas came in, and said, "Lou Porter wants to talk to you again."

I said, "Who is Lou Porter?"

He said, "Well, you were just talking to him out there in the shop."

I said—this isn't the exact conversation, but it went approximately like this: I said, "I talked to several of them," and I just didn't know who Lou Porter was.

"Well," he said, "He was the old man who runs the roll straightener down there."

(Testimony of Raymond S. Livingstone.)

I said, "Oh, yes; I remember him." And I told him to come in.

Vic smiled and he said, "I don't think he will; he's sort of a funny fellow and he always thinks people are watching him."

I said, "Tell him to come out here." Vic says, "All right. I will see."

He left the office and went into the shop and he came back four or five minutes later and said, no, he wouldn't come in, but he said he would like to meet you outside the [878] plant. And he said, could he drop downtown and see you where you are staying.

I said, "Okeh. I think so."

And Vic said, "It's worthwhile talking to him."

Q. Did he at that time discuss Porter to you in any way other than what you have already stated?

A. He did say Porter tells many things about the shop.

Q. Go ahead. Did Mr. Porter telephone you before he came down to the Jonathan Club?

A. No.

Q. What was the first you knew about his being at the Jonathan Club?

A. Well, the phone rang and the captain in the lobby said a Mr. Porter was there to see me.

Q. Did Mr. Porter then have a visit with you at that time? A. Yes, he did.

Q. Where did that take place?

A. Up in my room.

(Testimony of Raymond S. Livingstone.)

Q. Do you remember who was present?

A. I heard it testified that Mr. Dachtler was there, but I just have no recollection at all about Mr. Dachtler's being there. In fact, I would be almost sure he wasn't there, because Porter was the kind of a fellow if anyone else was around he just wouldn't talk.

Q. What was said by each of you at this meeting? [879]

A. It started off this way: Porter said, "I saw you in the shop this morning and," he said, "I like your looks." He said, "I think you do business okeh."

This isn't the exact conversation, but this is the substance of it, and this is what it all meant.

He said, "You know, the C. I. O. is trying to get in your plant out there."

And I said, "Yes. I have been advised that they were."

He said, "Well, I don't want to see this company get in any trouble. I have been there a couple of years now and they have always treated me well," and he said, "I don't want to see you get in any trouble."

He said, "I will be glad to go to union meetings for you and I will keep you advised as to how it is going along and maybe I can steer it a little bit so there won't be any trouble."

Q. Did he say anything about Kangas at all in connection with this statement? A. No, sir.

Q. Go ahead.

(Testimony of Raymond S. Livingstone.)

A. Then he continued along that line. Well, I stated to him rather gently and kindly: "Mr. Porter, we are really not interested in that sort of thing." I told him that arrangements of that nature generally resulted in trouble, and I just didn't want him to do anything like that. I said, [880] "Everything we are trying to do in this company is the right thing, and I think we have got some good, level headed fellows out there, and they will recognize the right thing when they see it."

Then he asked me what we were going to do in this plant. He said, "Are you fellows going to close it up and fire a lot of people?"

I told him no, we had no intention of closing the plant. That we didn't buy plants to close them up. That we hoped to have a West Coast Division.

He talked to me about wages being low and that some of the fellows there thought they ought to have vacations. He said there was favoritism in the shop and the wrong people were promoted at different times, and generally along that line. I answered most of the things he talked to me about, and I told him our feeling about them.

The meeting wound up this way: He said he enjoyed the visit, that he had had a fine talk, and he said: "Would you be willing to talk to some of the fellows in the shop if they come in?"

And I said, "Well, we are willing to talk to anybody." And we said goodnight, he said he had got to be on his way, and he left.

(Testimony of Raymond S. Livingstone.)

Q. Did you at any time in that meeting or in any other meeting make any promise to Mr. Porter of any vacation? [881]

A. Absolutely there was no discussion of that type, of any nature at all.

Q. Or any money of any character?

A. No, sir.

Q. Or any lifetime job for better salary or anything of that kind? A. Absolutely not.

Q. Never at that time or any other time. Is that correct? A. That is right.

Q. Did you ever give any paper to Mr. Porter?

A. Absolutely not.

Q. You heard Mr. Porter's testimony about your handing him a paper at his machine?

A. I did.

Q. Did you do what he said you did?

A. No, sir; that never happened.

Q. Did you have a second meeting at the Jonathan Club with Mr. Porter?

A. I heard that testimony too, and I have absolutely no recollection of any second meeting. In fact, I can't think of a single reason why there would be a second meeting.

Q. You don't remember Mr. Porter contacting you again about a further meeting?

A. No, sir.

Q. Are you in a position to testify whether or not you did [882] say anything to either Mr. Porter or Mr. Kangas about doing a bang up job, or whatever it was they said you said?

(Testimony of Raymond S. Livingstone.)

A. Those things were just never said.

Q. But you don't recall whether or not you had more than one meeting with Mr. Porter?

A. I don't remember ever having more than one meeting at the Jonathan Club. On this Saturday night I am quite positive it was with Mr. Porter. I saw him after, in the shop, in 1939, and later, but that's the only meeting I ever had with him.

Q. Mr. Livingstone, I believe you heard Mr. Victor Kangas testify about a telephone call that he made to you on or about 7:00 o'clock some evening?

A. Yes, sir.

Q. In connection with that call you gave him some kind of data to put on cards. Did you ever have such a conversation as that with Mr. Kangas?

A. That conversation just never happened.

Q. Did you ever give any instructions of any kind to Mr. Kangas about organizing an independent union?

A. No, sir. I told him to keep his hands out of it.

Q. Did you ever make any statement to Mr. Kangas about beating any C.I.O. meeting or beating the boys to the punch on the C. I. O. meeting, or anything of that kind?

A. No, sir. I have no recollection of any C. I. O. meeting being held at that time. [883]

Q. Did you at any time make any promise of any reward of any character to Mr. Kangas in connection with anything he might do about union affairs in the plant?

A. Absolutely not.

(Testimony of Raymond S. Livingstone.)

Q. Or union affairs concerning the plant?

A. Right.

Q. Did you ever make any suggestion for a name in this plant, Jadson? A. No.

Q. Mr. Livingstone, directing your attention to a meeting which was held with management by a group of men, sometime in the latter part of July of 1937, do you recall a meeting where a group of men from the plant came in to see the management? A. Yes, sir.

Q. Do you recall when you had the first knowledge of any desire on the part of those men to call upon the management? A. Yes, sir.

Q. When was that?

A. It was sometime in the morning; I was in Mr. Dachtler's office, and either Vic Kangas or Lyman Hodges came in and said some of the boys in the plant wanted to talk to us.

Q. What did you say then?

A. I asked Mr. Dachtler what about it. He said: "Do you think we ought to talk to them?" [884]

And I said, "Sure; see what they want."

Q. Did anyone suggest any particular time for the meeting?

A. I told either Vic or Lyman, I don't remember who it was, I think it was Vic, to tell the boys to come in after quitting time.

Q. Who was present from management at this meeting which was held with the men?

A. Mr. Dachtler and myself.

Q. Was Mr. Kangas there? A. No, sir.

(Testimony of Raymond S. Livingstone.)

Q. How many men were there from the plant, would you say, at that meeting?

A. I would say there were 18 to 20.

Q. Did anyone act as leader, particularly, in that group?

A. No. There was just a general discussion.

Q. Can you state what any of the men said to you when they first came in, so that you knew what they were in there for?

A. Well, the door had just about been closed when one of them said, "We're in here to find out if you will recognize an independent union."

Q. Was there any discussion during the time they were in—strike that.

How long were the men in there, would you say?

A. I don't think they were in there over eight or ten minutes.

Q. Was there more than one man that talked in this meeting [885] from the group?

A. Yes, sir.

Q. Were there any other matters discussed by the men or questions raised by the men other than the question of an independent union?

A. After we had answered that first question, that seemed to be all they wanted to know.

Mr. Moore: I object to the form of this testimony. This is a rather important matter, and I think in this particular instance we ought to get what was said.

Trial Examiner Whittemore: I will sustain the objection.

(Testimony of Raymond S. Livingstone.)

Mr. Watkins: All right.

Q. (By Mr. Watkins): Will you state, Mr. Livingstone, anything that was said by any of the men in addition to this request for recognition if they formed an independent union?

A. I can't recall anything specifically, except that in effect some of the men said, "We do want to talk to you about wages, and we do want to talk to you about some other things here in the company."

Q. Did you ever talk with Mr. Kangas, subsequent to this meeting, about it?

A. About what?

Q. About the meeting. A. I did.

Q. How soon after the meeting did that conversation take [886] place?

A. About ten minutes after the boys had left the office Kangas came in. Dachtler asked him where he had been. Dachtler was rather provoked because Kangas hadn't been in the meeting.

Q. What did Kangas say?

A. Kangas said he had some things out in the shop he had to do, I believe getting a second shift started, and then he said he wanted to talk with the boys after they came out of the meeting.

Q. Were there any cards of any kind presented by this group of men to the management after this first meeting? A. No, sir.

Mr. Watkins: Will you mark this next in order, please.

(Testimony of Raymond S. Livingstone.)

(Whereupon, the document referred to was marked Respondent's Exhibit No. 13 for identification.)

Q. (By Mr. Watkins): I show you, Mr. Livingstone, the document which has now been marked for identification as Respondent's Exhibit 13, and ask you what that is.

A. That is a memorandum of the meeting I have just referred to when the 18 or 20 fellows came in the office, which I dictated right after the meeting.

Q. I see.

Mr. Watkins: I offer this in evidence, Mr. Examiner, as Respondent's next in order. [887]

Trial Examiner Whittemore: Have you any objection?

Mr. Moore: I will object on the ground there is not sufficient foundation laid, anything for the record, as to that.

Trial Examiner Whittemore: If you want to ask questions on voir dire, go ahead. If you doubt the foundation, I am sure Mr. Watkins will not have any objection.

Voir Dire Examination

By Mr. Moore:

Q. Are you testifying from your memory, now, that those are the minutes you dictated?

A. Yes.

Q. Did you sign the original of these?

A. No, sir, there was never any signature put

(Testimony of Raymond S. Livingstone.)

on them; it was just a memorandum to keep for the future.

Mr. Watkins: Mr. Moore, may I interrupt long enough to say that this is like the other minutes we put in; they are a copy of the original document which is on file. Mr. Millman did assure me of that, and I think that is an exact copy.

Mr. Moore: Yes. The others, of course, were signed.

Mr. Watkins: That was a little different thing. Those were both—meetings in which they both participated.

Trial Examiner Whittemore: Have you a 1937 calendar?

Mr. Watkins: No, I haven't; mine goes back to 1938 is all.

Trial Examiner Whittemore: Do you have one, Mr. Moore? [888]

Mr. Moore: Well, the 1943 calendar is the same, so far as the days of the month are concerned.

Mr. Watkins: You are just examining him on voir dire, are you? Of course, I have some more questions I want to ask him.

Q. (By Mr. Moore): Where have these minutes been since you dictated them?

A. I don't know. I had a copy in Cleveland, ever since I returned.

Q. Was this copy made from records here?

A. I don't know where that copy came from.

Q. But you read this over and you will say

(Testimony of Raymond S. Livingstone.)

from your memory as it presently is that that's what you dictated?

A. There is one difference between this and the original. In the original this word is "distribute," a new word, I guess, to the girl I dictated to, and here it is "contribute." That is the right word, but in the original the word was "distribute."

Mr. Watkins: Mr. Hileman advises me there weren't any of those signed until they had the joint meeting.

Mr. Moore: I will object to it on the lack of foundation.

Q. (By Trial Examiner Whittemore): When did you make this?

A. Right after the meeting.

Q. The same day? A. Yes, sir. [889]

Q. I may be in error, but it is my recollection all the witnesses up to this document testified that meeting was held on the 27th. This is dated the 26th. Isn't that your recollection?

Mr. Watkins: I think a good many of them have.

Trial Examiner Whittemore: I don't recall anyone else testifying it was on a Monday, July 26th, the date of this, was Monday.

Mr. Watkins: I think, Mr. Examiner, there has been no great certainty as to the exact date of the meeting, except by Mr. Porter or Mr. Kangas.

Trial Examiner Whittemore: Is the original of this here?

Mr. Watkins: No, but we can have it here.

(Testimony of Raymond S. Livingstone.)

Trial Examiner Whittemore: I would like to see it.

Mr. Watkins: All right.

The Witness: May I be excused for a moment, Mr. Examiner?

Trial Examiner Whittemore: Yes.

(The witness leaves the stand.)

Mr. Watkins: Mr. Baldwin tells me he has a duplicate of it in his minutes, Mr. Examiner. May we go off the record?

Trial Examiner Whittemore: Surely. Off the record.

(A discussion off the record.)

Trial Examiner Whittemore: On the record.

Mr. Watkins: What does the Examiner wish to do? To reserve ruling on that until the original comes up here? [890] I haven't tried to examine the copy.

Trial Examiner Whittemore: I will receive it in evidence, but I assure you now that until there is some further explanation of it here I am not certain I shall accept this as proof on which you should rely that this meeting occurred July 26th, or that this is a correct set of minutes, or whatever they are called. "Minutes" here. I don't know of any minutes. This group of employees came in.

I don't know what it is all about, but I will permit it to be received. This witness says this is what he dictated, with the exception of one word.

The Witness: I said one word had been misprinted by the stenographer.

(Testimony of Raymond S. Livingstone.)

Trial Examiner Whittemore: This is the only document I am concerned with. I haven't seen the original. You said one word was changed in the original.

The Witness: Yes, that was right. The original is wrong.

Mr. Watkins: Mr. Examiner, I think under the circumstances, with Mr. Baldwin's permission, I would like to also introduce the copy of these minutes. I assume the copy is one that was in the files of the Alliance.

Trial Examiner Whittemore: How did they get in the Alliance's files?

Mr. Watkins: I don't know that. Mr. Baldwin can answer that. [891]

Mr. Baldwin: I don't know how they got there. I know they have always been there, because I looked over the minutes previously.

Trial Examiner Whittemore: You mean, so far as you know, they were in there when you took over as president?

Mr. Baldwin: Yes, sir.

Trial Examiner Whittemore: You took over as president long after this.

Mr. Baldwin: That is right; but I mean, since the time, I am pretty sure the minutes were in there, so I think Mr. Bebb could—well, of course that's another story. I believe he could tell us the facts.

Trial Examiner Whittemore: You don't know anything about them except they were in there when you took over?

(Testimony of Raymond S. Livingstone.)

Mr. Baldwin: I can vouch for the fact that they were in our set of minutes from the time I was president.

Trial Examiner Whittemore: I don't think that would help a great deal.

Mr. Moore: They are not exact copies in that they don't have a date at the top, the way the copy in evidence has.

Trial Examiner Whittemore: Is that right, Mr. Watkins?

Mr. Watkins: I hadn't compared them at all, Mr. Examiner. I know nothing about this.

Trial Examiner Whittemore: I understood your statement to be they had a copy of this. [892]

Mr. Watkins: The record is clear, Mr. Examiner. I think you misunderstood me.

Trial Examiner Whittemore: That is very possible.

Mr. Watkins: They had just told me they had a copy of this and I had not compared it at all.

Trial Examiner Whittemore: Suppose you compare the two. Perhaps you and Mr. Moore can do that together.

Mr. Watkins: This is a copy, Mr. Examiner, except for the date at the top; there is no date at the top.

Mr. Moore: It is in the same words. It very obviously is not an impression copy.

Mr. Watkins: No. I would like to offer this, also, in evidence at the same time, if you have no objection, Mr. Baldwin.

(Testimony of Raymond S. Livingstone.)

Mr. Baldwin: If it will help to clarify it I have no objection.

Mr. Watkins: May this be marked as Respondent's Exhibit 14.

(Whereupon, the document referred to was marked Respondent's Exhibit No. 14 for identification.)

Mr. Watkins: Is there any objection to that?

Mr. Moore: Yes. I will object on the same ground, as there is no showing where those minutes came from except they were among records which Mr. Baldwin took over in 1941, the latter part of 1941. They are unsigned. [893]

Trial Examiner Whittemore: You do not offer them for any more than that, do you?

Mr. Watkins: No, that is all.

Trial Examiner Whittemore: Well, I will receive 14.

(Whereupon, the document heretofore marked Respondent's Exhibit No. 14 for identification, was received in evidence.)

RESPONDENT'S EXHIBIT No. 14

Minutes of a meeting held between a group of employees and the Management of the Jadson Motor Products Company. On the morning of July 26, 1937 a group of employees of Jadson Motor Products Company asked for a meeting with the

(Testimony of Raymond S. Livingstone.)

Management which was held in Mr. Dachtler's office in the afternoon of this same day.

This committee stated that they were forming an independent union to represent them in their collective bargaining under the terms of the Wagner Act. The Management stated that under the terms of the Wagner Act they could not interfere with the formation or administration of any labor organizations or contribute financial support to it. The Committee stated that they understood such to be the case but were making their statement because they wanted to confer with the Management during working hours. They also stated what their demands would be in regards to wages, hours, and working conditions.

The Management stated that when their organization could show a majority of signatures of employees in the company, they would be in a position to negotiate with *the*, also that solicitation of members must be done outside of the plant and not during working hours. The committee then stated that when they had a majority of employees in their independent union, they would again ask for a meeting with the Management. The Management replied they would be willing and ready to confer with their representatives at any time.

There being no further business the meeting was adjourned.

Trial Examiner Whittimore: I want to see the original of 13 before I admit 13. I will hold that.

(Testimony of Raymond S. Livingstone.)

It is my understanding you have sent for the original.

Mr. Watkins: That is correct.

Trial Examiner Whittemore: So that we can compare the two.

Mr. Watkins: Yes.

Direct Examination
(Continued)

By Mr. Watkins:

Q. Mr. Livingstone, were you present at a meeting in which the Alliance, or independent union, came in and asked that it be recognized as the bargaining agent? A. Yes, sir.

Q. Can you state whether or not at that time any check was made of any signatures on applications which the Alliance submitted to the company?

A. Yes, sir.

Q. Who made the check?

A. I did, with Lyman Hodges. [894]

Q. What did you do in connection with it?

A. Well, we looked at each of the cards that had been submitted by the Alliance.

Q. They are cards which were submitted at that time?

A. Right. Then I asked Lyman about each name, whether he worked for the company. We also ascertained the number of eligible employees that were on the payroll at that time. From the number of cards that were submitted we found that the Alliance had a good majority. And, also, the

(Testimony of Raymond S. Livingstone.)

constitution, with a number of names on it, was shown to us. We looked at those names.

Q. Your check was made against cards that were shown to you? A. Yes.

Q. I show you Board's Exhibit 6 and will ask you whether or not you can recall that card as being the type of card, or the card being the card that was used when you made the check?

A. I can't remember definitely whether it was the card or whether it was not. It could have been and it could not have been.

Mr. Watkins: You may cross examine.

Mr. Moore: May we take a few minutes recess?

Trial Examiner Whittemore: Very well, if you wish. We will take two or three minutes recess. We just had one, you know. [895]

Mr. Moore: May we take another at this time?

(A short recess.)

Trial Examiner Whittemore: Proceed.

Cross Examination

By Mr. Moore:

Q. Mr. Livingstone, I show you Board's Exhibit 15 and I will ask you if Thompson Products, Inc., involved in the case in which that is the decision and order is the same as this respondent?

A. Yes, sir.

Q. Did you testify when the hearing was held in this matter? A. Yes, I did.

Q. That is the matter involved in Board's Exhibit 15. Are you the Raymond S. Livingstone who is mentioned in that decision and order?

(Testimony of Raymond S. Livingstone.)

A. Right.

Q. And in the findings of facts? A. Yes.

Mr. Moore: As I stated before that I would direct particular attention to a part of this decision and order, I will do that now.

I direct particular attention—

Mr. Watkins: Wait just a minute. Is this going to be part of the cross examination of the witness, Mr. Moore?

Mr. Moore: This is just a fulfillment of a promise I made earlier in the hearing. [896]

Mr. Watkins: Could we do that at the conclusion of the hearing as part of the argument?

Mr. Moore: We could, but we can do it now.

Mr. Watkins: My only thought is you were cross examining. If you want to go ahead with that, all right.

Mr. Moore: I will direct attention to Part "A" under Section 3 of the Board's finding of fact.

Trial Examiner Whittemore: All right.

Mr. Watkins: I might say, Mr. Examiner, that I want to object to counsel for the Board directing attention to any portion of this exhibit, because I believe it is incompetent, irrelevant and immaterial, and outside the issues in this case.

Trial Examiner Whittemore: All right. The objection is overruled. The document has been received, anyway.

The Witness: Just because I am interested, could I see what A-3 is?

(Testimony of Raymond S. Livingstone.)

Mr. Watkins: Surely.

(Witness reads document.)

Q. (By Mr. Watkins): Where were you employed before you were employed by Thompson Products?

A. I was employed by Thompson Products in 1929, and prior to that I worked for the "Cleveland Plain Dealer."

Q. Is that a newspaper?

A. Yes, sir. [897]

Q. Before that where did you work?

A. The steel mills.

Q. What steel mills?

A. Corrigan & McKinney.

Q. Where is that located? A. Cleveland.

Q. Before that where were you?

A. I was in school.

Q. The job at the steel mills was your first?

A. With the exception of numerous part time jobs in school.

Q. Does Thompson Products publish the Friendly Forum? A. It does.

Q. Is that published in your department?

A. Yes, sir.

Q. And is it published under your general supervision?

A. General guidance and direction, yes.

Q. Will you state what the use of that Friendly Forum is in the company's setup?

A. To disseminate any news of general information to employees.

(Testimony of Raymond S. Livingstone.)

Q. Any other purpose? A. No, sir.

Mr. Watkins: Just a moment——

The Witness: Except such benefits that may be derived from the dissemination of news. [898]

Mr. Watkins: Just a moment. I will object to this line of interrogation, Mr. Examiner, as not being proper cross examination. If counsel wants to take him for his own witness and question him, that is all right. But this is on matters definitely outside of the direct examination.

Mr. Moore: My purpose is to identify the Friendly Forum, for the purpose of asking questions on it.

Trial Examiner Whittemore: Well, I think, Mr. Watkins, you will know we don't hold to the principle of upholding cross examination to what was asked on direct. The matter is one of whether or not it is material. That is the only thing I am concerned about. What is this? Leading up to the introduction of some document to this witness?

Mr. Moore: Yes, it is.

Trial Examiner Whittemore: Go ahead.

Mr. Moore: I will ask this document be marked as Board's Exhibit 16 for identification.

Trial Examiner Whittemore: Have them marked 16-A, B and C.

(Whereupon, the documents referred to were marked Board's Exhibits 16-A, B and C for identification.)

Q. (By Mr. Moore) In publishing the Friendly Forum, do you get items you think will be of

(Testimony of Raymond S. Livingstone.)

interest to the employees and publish them in the Friendly Forum?

Mr. Watkins: Just a moment. May I have a running objec- [899] tion on the ground it is incompetent, irrelevant, and immaterial; outside the issues here and also outside of cross examination.

Trial Examiner Whittemore: You may have a standing exception. I will overrule your objection.

The Witness: We gather news, and other news is brought to us.

Q. (By Mr. Moore) You publish in here anything you want employees to see. Is that correct?

A. We publish anything we think is news of interest.

Q. I show you Board's Exhibit 16-A for identification, and ask you if that is a copy of the Friendly Forum? A. Yes, sir.

Trial Examiner Whittemore: Is there a date on it?

The Witness: May 29, 1941.

Q. (By Mr. Moore) Was that distributed in the Los Angeles plant of the respondent herein?

A. I think it was.

Q. Can you tell by examining it whether it was or not?

A. No, but it is my best belief it was.

Mr. Moore: I will offer this document in evidence.

Mr. Watkins: Do you mind if I see it?

Mr. Moore: Not at all.

(Testimony of Raymond S. Livingstone.)

Trial Examiner Whittemore: Have you offered all of these?

Mr. Moore: I believe I had offered 16-A. [900]

Trial Examiner Whittemore: Is there any objection to 16-A?

Mr. Watkins: Yes, our running objection to it also, Mr. Examiner.

Trial Examiner Whittemore: The objection is overruled. 16-A is received.

(Whereupon, the document heretofore marked Board's Exhibit 16-A for identification, was received in evidence.)



League Play Opens With One Hitter

Detroit—Members of the Did Guard Association of the Michigan Plant next week will have their first meeting. A new class representative for the year 1941, and later the chosen representative will meet to elect officers.

Electron will be conducted by distributing ballots of the proper class to each member of the Association in the plant, and the ballots will be returned to turn over in the ballots to the Personnel Office.

Last year's officers were Bill Hill, president; Walter Behnen, vice president; William Trepanier, secretary; and Helen Ginter, recording secretary.



Steve Craig, Dept 4, will be the first to pitch for the first and third shift men. The date the two leagues have played to a total of 48 games, and it is still too early to get an accurate idea of the results of the entry.

Really Tough

Collins's big effort, of course, is the stand-out feature to date. He whiffed nine of the Dept. 4's first 10 pitches, and he was thrown out and allowed no balls to be thrown. He was so good that he secured two runs himself, getting two hits, a home run and a triple. He is working at present on the new home building.

Another feature of this game was Jake Novak's tremendous two-out, still, which is said to have been the best ever. He had off the ball, Jake has long exercised a reputation for distance hitting. Only two years ago did he give up a home run in professional ball and with the Detroit Tigers. Phil (in his playing days) had been a name for himself in the Canadian-American League.

Late Dance

Second Shift, Workers Have One Club Party

CLEVELAND—First effort to solve its social problems by conducting informal dances for Club members, the second shift workers last Thursday night had a party at a dance for second shift employees at Sons of Italy Hall, on Euclid.

A general hand-picked employee and their guests attended the dance for which music was provided by the Dixie Orchestra and the orchestra of the Hotel P. M. M. and continued until 7 A. M.

Detroit Adds Equipment in Four Departments

DETROIT—A used Hamilton 1000 motor, 35-hp. has been added to the Do-2 equipment by the Milling Dept. It will be used on Ballard milling, drilling and boring head attachment, has been purchased for the Tool Room at a cost of \$175. The Do-2 Dept. has also been added to the Do Dept., on Euclid.

Detroit O. G. Will Elect Next Week

TOLEDO—Behind the stellar pitching of One Monday for the Toledo O. G. Club, the Y. M. C. A. will enter in the American Softball League, has promises to be a stand-out in the league.

Ballasted with some of its members from last year's Senior team, the team shows much promise. On it are Squaker Carr, Joe Lewis, Brockton Macke, Jack Kelly, and Bill Adams.

"Ugly" Linds, Jimmy Ayer "The Iron" Redick, Minnie's "Junior" "Sherry" Leonard, "Spray" Phillips, and Bill Adams are also strong and Frank Nye, who is at 410 West 10th is the coach.



One Monday The Toledo O. G. Club's record their runs earlier in the season. The Vikes, one of the best clubs in the fourth and fifth divisions, has a coach and a well equipped with facilities chosen gave them three countries.

Who Oppose

In their opening game the Vikes defeated the Sun Club, a team from the Greenhampton and start to the Greenhampton team, 10 to 4. Irving Sadow, who was on the hit for the Vikes in the game, got a double, a home run and a walk combined with fielders.

The team is staffing off a triple and an electric heater to raise the funds to buy new uniforms. The Tony Schricka has done an admirable job of getting Mother's money for the team. The team has three for a quarter. All members of the team have tickets.

Member

Team members are Monday for Sadow, Murphy, Joe Sadow, Tom, John, John, John, Chester Zerkow, Leo Boush, Bill Ertz, Walter Pawson, Roy Fisher, Anthony Stoper, and Ed Foshomak.

Theta Sigma Phi Hold May Meeting

TOLEDO—The Theta Sigma Phi club members held their May meeting at the home of Herman Foster.

After adjourning of the business meeting, Ruth Devlin, president, reported on the activities of the club. The members offered a commenda paper and coin which proved both interesting and enjoyable.

Then followed a series of games with Ruth, Irene and Ellen Miller, prize winners. Monica was Champ of the "Staircase" game. The following were present: Ethel Leighton, Monica Wagner, Neoma Cannon, Edna Nelson, Edna Nelson, Ruth Ann Cannon, Hilda Burkhardt, and Ellen Quiller, as guest.

We can all be angry with our own club. The club is a very short, and the debate of which we are conscious, but the month in which we are less blind—therefore.

New Ball Team In St. Kits' Loop

ST. CATHARINES—Although having its first game of the season on Monday for the Toledo O. G. Club, the Y. M. C. A. will enter in the American Softball League, has promises to be a stand-out in the league.

Ballasted with some of its members from last year's Senior team, the team shows much promise. On it are Squaker Carr, Joe Lewis, Brockton Macke, Jack Kelly, and Bill Adams.

"Ugly" Linds, Jimmy Ayer "The Iron" Redick, Minnie's "Junior" "Sherry" Leonard, "Spray" Phillips, and Bill Adams are also strong and Frank Nye, who is at 410 West 10th is the coach.

Mueller Hurfs Four Hit Game

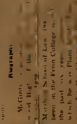
DETROIT—With Al Mueller, Detroit pitcher, living up to his advance predictions, the Detroit Tigers are leading the American Industrial League. His swing at the bat in the first game in the league to lead the pack.

Mueller, started in high gear, shelling out the Red-A-Monster team with four hits in the opening inning. He followed with three more in the three succeeding innings.

Tony Schricka has done an admirable job of getting Mother's money for the team. The team has three for a quarter. All members of the team have tickets.

Doug McGinty Picked to Organize and Coordinate Foremen Training Program

CLEVELAND—Recognizing the fact that many new supervisors will be required to properly train and coordinate the foremen of the Thompson Aircraft Products Co. in the near future, the company is instituting a foremen training program.



Doug McGinty, training director of the program, will be in charge of the program. The program will be organized by the company and will be held at the company's training center in Toledo, Ohio.

The program will be organized to accomplish three main objectives: to equip foremen and supervisors with all company policies and procedures, to teach supervisory skills and to improve personality traits.

New Room for Conferences Is Provided

DETROIT—New 4,000 sq. ft. water cooler has been placed in the office of Michigan Plant's departments. Experimental A-2 unit is provided for employees with convenient in-plant water to use in their drinking water during the day.

When Walter Abner Dept. 4, was moved from its old quarters behind the Detroit plant, it was provided with a new office. The new office is a 4,000 sq. ft. water cooler, making it easier for the manufacturer to take care of the plant's needs.

Conference Room In the spare room behind the Wheel Aligner Dept. 4, a new conference room is being provided. This will be used for the department's meetings and conferences.

As soon as a place for a new 4,000 sq. ft. water cooler is found, it will be placed in the office of Michigan Plant's departments.

Foremen Training Program The program will be held at the company's training center in Toledo, Ohio. The program will be organized by the company and will be held at the company's training center in Toledo, Ohio.

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(Testimony of Raymond S. Livingstone.)

Trial Examiner Whittemore: Have you offered the other two?

Mr. Moore: No. I haven't asked the witness about them as yet.

Q. (By Mr. Moore) Can you identify Board's Exhibit 16-B and 16-C?

A. Let's take "B." Now, I am not sure at all that "B" was distributed, for the reason that there is no Los Angeles news in it. This looks to me more like a Toledo edition, because of the personals in it, they are all Toledo personals, and there is absolutely no Los Angeles news on the first page.

Q. Did you bring in the newspapers with you when you came from Cleveland? A. No.

Q. Have any been sent from Cleveland?

A. Recently, you mean? Yes.

Q. What copies were sent from Cleveland since you have been [901] out here?

A. I don't know. Mr. Millman knows about that. It is possible there is confusion back in Cleveland, because we got a new editor in May, I think it was, and lost the editor that we had had ever since 1935. The new editor may not know the different editions.

Q. Referring to Board's Exhibit 16-C, do you know whether or not that was distributed in Los Angeles?

Mr. Watkins: May I state something off the record?

(Testimony of Raymond S. Livingstone.)

Trial Examiner Whittemore: Off the record.

(A discussion off the record.)

Trial Examiner Whittemore: On the record.

Mr. Watkins: Mr. Examiner, I understand we are trying through this witness to identify exhibits 16-A, B, and C, and determine whether or not they were delivered here in Los Angeles, and Mr. Hileman tells me they were. I am willing to stipulate under those circumstances that 16-A, B and C were delivered here in Los Angeles.

Trial Examiner Whittemore: And distributed here in Los Angeles?

Mr. Watkins: Yes, and distributed here in Los Angeles.

Trial Examiner Whittemore: To the employees in this local plant?

Mr. Watkins: To the employees in this plant.

Trial Examiner Whittemore: Is that correct, Mr. Hileman? [902]

Mr. Hileman: Yes, sir.

Trial Examiner Whittemore: All right. Is that satisfactory?

Mr. Moore: Yes.

Trial Examiner Whittemore: Then I will receive them in evidence, overruling your general objection.

Mr. Watkins: Before they are received, Mr. Examiner, I would like also to ask the purpose of them, because we have the entire document going

(Testimony of Raymond S. Livingstone.)

in with articles concerning various and sundry matters.

Trial Examiner Whittemore: I will go ahead and ask for the purpose, and if I am not satisfied, I will withdraw my ruling.

Mr. Watkins: And receive them only in part?

Trial Examiner Whittemore: That is right. You understand I have received them in evidence but he has asked me the purpose, and I think perhaps you should state the purpose. I might change the ruling, and again I might not.

Mr. Moore: My purpose is to show that through the editorials in Exhibits 16-A, and 16-B, and through the reprint of an address by Earl Harding in 16-C, the company was attempting to influence its employees in their union affiliations and activities.

Mr. Watkins: Mr. Examiner, on the basis of counsel's statement, I still wish to have my objection originally stated [903] remain in the record; but I do not object to them on the ground that they are introducing the whole document.

Trial Examiner Whittemore: The ruling will stand, then, and you have your exception.

(Whereupon, the documents heretofore marked Board's Exhibits 16-B and C for identification, were received in evidence.)

THE RIGHT TO WORK

Address before the Institute of Public Affairs, University of Virginia, Charlottesville, Virginia

By EARL HARDING

The temper of public opinion, if not our collective consciousness, has been so changed in recent years that we are now in a position to take up the question of public opinion.

one to work unimpeded and without any restriction on his right to work. We are now in a position to take up the question of public opinion.

Government was denying and was not to be denied until the American people recover their sanity and their self-respect.

The Wagner Act had still allowed the closed shop and the union to be organized.

The Executive Council of the A. F. of L. also complained bitterly that some of its unions go to court to compel unions to affiliate with them.

Blueprints of drawn in historical perspective. Will his doubt serve their purpose in good time? But his attention may be focused on the fact that the Government is the largest employer in the country.

All that we need is a Government that is not afraid to stand up for the rights of its citizens.

Government was denying and was not to be denied until the American people recover their sanity and their self-respect.

This might be accomplished by abolishing the closed shop and allowing the workers to organize.

But monopolistic intent was not the only reason for the passage of the Wagner Act.

We have a heritage worth saving. And only by uniting to preserve it can we hope to have a free society which we hope to create.

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It is our duty to stand up for the rights of our citizens.

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But monopolistic intent was not the only reason for the passage of the Wagner Act.

Public opinion is the only power that can bring about a change in the Government. It is our duty to stand up for the rights of our citizens.

(Testimony of Raymond S. Livingstone.)

Q. (By Mr. Moore) What did you say was the purpose of your second visit to Los Angeles?

A. To put in a set of personnel records, generally bring the personnel procedure in the Los Angeles plant into conformity with what we had in the other plants, also to help in the installation of a wage incentive system; when I said "personnel practices" I mean first aid activities, employment, all the things that are generally grouped under the field of personnel administration.

Q. Did you decide during the time you were here to let Mr. Dachtler go?

A. Did I decide?

Q. Yes. A. I didn't decide it, no.

Q. Was it decided during the time you were here, to let him go?

A. It was, at least I was notified while I was here that he was to be let go. [904]

Q. Did Mr. Hileman take his place in the plant?

A. Yes, sir.

Q. When did Mr. Dachtler leave?

A. I don't know exactly. He had some duties in connection with the operations for about a month after Mr. Hileman took charge, although all of Mr. Dachtler's activities were under Mr. Hileman's direction.

Q. With respect to this meeting at Uncle Gabriel's at which you had dinner, what was the date of that? A. I don't know.

Q. As nearly as you can recall.

(Testimony of Raymond S. Livingstone.)

A. It was the latter part of the week of July 26, 1937.

Q. Was it before or after this group of employees had come into your office?

A. After, because some of the foremen wanted to go to the union meeting that the independents were calling, and that's what caused us to get them together out at this tavern, or eating place.

Q. You think it was about a week after the employees came into the office?

A. I couldn't be sure, but it is my impression it was during the same week.

Q. At that dinner you said there was no speech, as such, made? A. No, sir. [905]

Q. Is that right? A. No.

Q. You mean by that that no one stood up and spoke?

A. No. And there was nothing formal about it in the way of an address at all. It was simply where a group of us had dinner together and we sat around and visited informally, talking about the shop, we talked about Cleveland, we talked about Thompson Products, we asked questions, gave experiences, and I think the meeting was over quite early in the evening.

Q. Was there anything said there that would indicate that management would prefer to have a union of their own employees, rather than an outside union? A. I think so.

Q. What was that?

A. I drew a comparison between conditions in

(Testimony of Raymond S. Livingstone.)
the Detroit plant under the C. I. O., and conditions in the Cleveland plant under independent bargaining, but while I expressed a preference to the independent unionism, I, at the same time, warned them that our feelings in it could have nothing at all to do with what the employees picked; that the foremen were to let that situation alone.

Q. Did you indicate your preference? Did you say you preferred a union of the company's employees only?

A. I didn't get the last part of your question.

(The question was read.) [906]

The Witness: No, I didn't say that I preferred a union specifically.

Q. (By Mr. Moore) Did Mr. Dachtler ever visit you at the Jonathan Club?

A. Yes, many times.

Q. On a number of occasions?

A. Yes, sir.

Q. Do you know how the name: Pacific Motor Parts Workers Alliance came to be chosen for the Alliance that was formed here? A. No, sir.

Q. Do you know any facts that would indicate to you why there is a similarity between that name and the name of the Alliance in Cleveland?

A. I didn't know it was similar.

Q. What is the name of the Alliance in Cleveland? A. Which plant?

Q. I am referring to the Alliance that was involved in the Board case, the decision on which you examined.

(Testimony of Raymond S. Livingstone.)

A. Well, that is extinct now, but the name was: Automotive and Aircraft Workers Alliance, Inc.

Q. You know of no facts that would indicate a reason for the similarity in names?

A. Well, I would just be guessing, but some of the people did ask me what the name of the Cleveland union was, just as [907] you have here and I told them.

Q. Some of the people where?

A. In the plant.

Q. Some of the employees? A. Yes.

Q. Did you have discussions with them about the union in the plant at Cleveland?

A. They asked me whether we had C. I. O. in Cleveland, what we had in Detroit, and I told them.

Q. Who asked you that?

A. I can't remember anybody's name who did it.

Q. Did that happen while you were walking through the plant, among the men?

A. Yes. Yes.

Q. Now, referring to this meeting at which a group of employees came in to see you, was there only one such meeting before the Alliance asked for bargaining rights?

A. Well, they asked for bargaining rights at the first meeting.

Q. They asked for bargaining rights?

A. Yes, they came in to be recognized, and we told them no, we wouldn't recognize any union

(Testimony of Raymond S. Livingstone.)
unless it had a majority; we said you have got to go out and get 51 per cent or better.

Trial Examiner Whittemore: Off the record.

(A discussion off the record.) [908]

Trial Examiner Whittemore: On the record.

Mr. Watkins: We will stipulate that Respondent's Exhibit 13-A is the original sent for by the Trial Examiner.

Mr. Moore: That is satisfactory.

(Whereupon, the document referred to was marked Respondent's Exhibit 13-A for identification.)

Q. (By Mr. Moore) Now, Respondent's Exhibit 13-A, I will ask you how long after that meeting you dictated the minutes?

A. Probably an hour afterwards.

Q. Had the men, when they came in to you, formed a union?

A. I couldn't say as to that.

Q. What circumstances about that meeting made you start out with the word "Minutes?"

A. Probably the practice of writing minutes in Cleveland, or minutes of that type, whether they were meetings of the Old Guard Association or the recreation group, or minutes of employees association meetings, which is just a practice that I acquired over a period of years.

Q. Were there any minutes—

Mr. Watkins: May we have a recess for just one second, please?

(Testimony of Raymond S. Livingstone.)

Trial Examiner Whittemore: All right.

(A short recess.)

Mr. Watkins: There is a second page to that exhibit.

Trial Examiner Whittemore: Go ahead. [909]

Q. (By Mr. Moore) Were there any minutes dictated by you or by anyone else after this meeting of foremen at Uncle Gabriel's?

A. No, sir.

Q. Why not?

A. There just wasn't any reason for it.

Q. You didn't consider it of sufficient importance to have minutes written?

A. Not of that meeting, no.

Q. Why did you consider the meeting at which these employees came in more important than that meeting?

A. Well, one was a meeting among members of the management; the other was a meeting between management and the group of employees who were demanding bargaining rights, at a time when I knew the C. I. O. was also interested in bargaining rights. So, I wanted an exact record of just what these men were told in the event there would later be any question as to the propriety of our action.

Q. Do you know who put the date on Respondent's Exhibit 13-A? A. No, sir.

Q. Did you do it? A. No, sir.

(Testimony of Raymond S. Livingstone.)

Q. Who crossed out the "dis" on "distribute" in 13-A and wrote in "con" above it?

A. I don't know. [910]

Q. Do you know when it was done?

A. No, but I know it was done a long, long time ago, because I have the carbon copy of Exhibit 13-A in my bag now. I brought it with me from Cleveland, and it has been in the Los Angeles file, and in Cleveland for a long time.

Trial Examiner Whittemore: While you are on that point, will you ask when the ink notation as to the date was put on.

Q. (By Mr. Moore) Do you know when the ink notation of the date was put on?

A. No, sir. I don't know anything about it.

Q. You think it was not there at the time you—I assume you read it over after you dictated it?

A. Yes.

Q. The date was not there at the time you read it over?

A. I don't know; I couldn't recall.

Q. Examine Respondent's Exhibit 14 and Respondent's Exhibit 13-A; would you say that the date was on it at the time you read it over, or that it was not?

A. I wouldn't guess on it. I just don't know.

Q. You don't know. How many meetings between the Alliance and the management did you attend, altogether, during 1937?

A. I attended three, if I recall correctly. One of them was the first meeting where the group

(Testimony of Raymond S. Livingstone.)

came in and demanded recognition; the second one was the meeting at which they presented their majority, and then began the discussion of the [911] things that they wanted to negotiate about; the third one was a continuation of that second meeting, and it was a few days later when we negotiated a wage scale, if I recall correctly.

Q. Will you examine Respondent's Exhibits 1-A through 1-GGG, and point out which meetings you attended?

A. Do you want me to examine these carefully? I mean, go all the way through them?

Q. I am referring now to meetings in 1937.

A. Oh. Those are the only two I attended in that period of 1937.

Q. Did you dictate the minutes—may the record show that the witness has indicated Respondent's Exhibits 1-A and 1-B.

Did you dictate these minutes, either set of them? A. Yes, sir; both of them.

Q. You dictated them both? A. Yes, sir.

Q. Did you dictate them as they are now? Examine them, if you like, and make sure.

A. I can't make a microscopic examination, but I generally recognize my phraseology, and also, I know that I was the only one in the plant at the time who had had any experience writing minutes of this type. Mr. Dachtler hadn't, Mr. Hileman hadn't, and I know that I did it. [912]

Q. You know you did dictate those two sets of minutes. Is that correct?

(Testimony of Raymond S. Livingstone.)

A. Yes, sir; and the first memorandum of July 26th. I believe the date was that.

Q. Do you know whether or not the originals of those two sets of minutes bore a date at the time you read them over after having dictated them?

A. Usually we put the date right in the first paragraph, that a meeting of such and such was held at such and such a time. That is the way I usually start all the minutes off.

Q. I am referring to the date at the top of the sheet, not in the written part of the minutes.

A. I just couldn't say. I don't know.

Q. Have you ever dictated any other set of minutes of meetings of council and management?

A. You mean at Los Angeles?

Q. Here at Los Angeles.

A. Not that I can recall.

Q. Have you attended any meetings between the council and management since 1937?

A. Yes, sir.

Q. And you have not dictated minutes?

A. No, sir. I have only been present on two or three occasions, as a guest.

Mr. Moore: I think that is all. [913]

Mr. Watkins: No further questions.

Q. (By Trial Examiner Whittemore) How long were you with the Plain Dealer?

A. Two and a half years.

Q. What job? A. Reporter.

(Testimony of Raymond S. Livingstone.)

Q. Are you in the habit of using the same lead for every story?

A. Every lead answers about the same question: Who, what, when, how and where.

Q. I think you know what I mean.

A. Yes.

Q. You used the same sentence in the opening of every story, no matter what it was?

A. Of course not.

Q. Well. What was there about this meeting you had with the employees that came in there that caused you to put this in as a formal format, as minutes, and then: "There being no more business, the meeting adjourned," on there?

A. I had experience writing minutes of that type since 1934. I just decided it was a good idea to get it down.

Q. How many other occasions did you have when a group of employees came in and asked you to form an organization?

A. I think I had one occasion prior to that, perhaps two.

Q. Did one previous occasion form the habit with you? [914]

A. I didn't say it was a habit. I said it was a habit in Cleveland to write minutes of the meetings. I think it is a good idea, and I still think it is a good idea.

Q. If you are referring to minutes of an already formed organization, which I assume you mean, that's one thing; but this you have testified was

(Testimony of Raymond S. Livingstone.)

something which was very apparently unusual. And you can cite but one more instance.

A. As I explained before, it was a group demanding bargaining, and here is the C. I. O. trying to organize in the plant, and I just figured it would be a good time to get them down on paper so if later any question as to whether our action was proper or not came up, that was the story of what we told them.

Q. Would you say that correctly reflects the formal meeting? Your testimony of these minutes?

Mr. Watkins: May I have that question?

Trial Examiner Whittemore: I will withdraw it. I think it is not so clear, as I hear the echo of it myself.

Q. (By Trial Examiner Whittemore) Will you say this was a formal meeting that you had?

A. I wouldn't say it was formal or informal. It was a meeting to discuss recognition, and any meeting of that type, in my mind, is important enough to make a record of it, and those minutes were the way I had of making a record.

Trial Examiner Whittemore: I have no further questions. [915]

Mr. Watkins: That is all.

(Witness excused.)

Mr. Watkins: That is all from the respondent's standpoint, Mr. Examiner.

Trial Examiner Whittemore: All right. Have you any rebuttal?

Mr. Moore: Yes.

RAYMOND D. HAILEY,

called as a witness by and in behalf of the Board, having been first duly sworn, was examined and testified as follows:

Trial Examiner Whittemore: Will you take the stand and give your name to the reporter, please.

The Witness: Raymond D. Hailey.

Mr. Watkins: Mr. Examiner, may I interrupt and put Mr. Livingstone back on? There was something he would like to testify about, and that will complete it.

Trial Examiner Whittemore: That will be all right.

Mr. Watkins: If you don't object, Mr. Moore.

Mr. Moore: No.

(Witness temporarily excused.)

RAYMOND S. LIVINGSTONE

resumed the stand, and testified further as follows:

Redirect Examination

(Continued)

By Mr. Watkins:

Q. Mr. Livingstone, did you have a conversation with Mr. Victor Kangas with respect to what the [916] men wanted to do about joining a union? Did you have a conversation with him?

A. Yes, sir.

Q. Approximately when was it? Was it on your first visit or your second visit?

(Testimony of Raymond S. Livingstone.)

A. Well, on the second visit. I wanted to tell you about that.

Mr. Moore: I will object to that.

The Witness: Okeh.

Q. (By Mr. Watkins) Was it on your second visit? A. Yes, sir.

Q. Can you tell where it took place?

A. Yes, sir.

Q. Where? A. In Mr. Dachtler's office.

Q. Who was present?

A. Mr. Dachtler, I think Hodges was, I am not positive; Kangas, and myself.

Q. What was said at that meeting?

A. Well, this was immediately after the 18 or 20 employees had left. Kangas came in after the meeting and Dachtler was provoked because he wasn't there. Kangas said that the fellows liked their meeting, they were enthusiastic. He said, "in fact, a couple of them asked me how to get some application cards," and I told him, "Well, Vic, keep out of it. Tell them [917] to get an attorney; tell them to get it off the C. I. O. application cards; tell them anything, but you keep out of it."

Q. Was that all of that conversation?

A. That was all.

Mr. Watkins: That is all.

Mr. Moore: Read the answer.

(The answer was read.)

Trial Examiner Whittlemore: 13-A, as I recall, you have not offered. You brought in one sheet of it and we had it marked. It is my understand-

(Testimony of Raymond S. Livingstone.)

ing that there is another sheet still on the way, or that will be taken care of some way.

Mr. Watkins: That is correct, your Honor. I want to add one thing: If there is any doubt in the Board's mind about the minutes having been dictated at the time, then, I am going to get hold of the stenographer, to have her come in and testify, or we can arrange a stipulation after the case is closed, with your permission.

Trial Examiner Whittemore: I have no question about who dictated it. The question in my mind is when it was dictated.

Mr. Watkins: That also goes for that. Then, I shall try to get hold of the stenographer and try to find out what the situation was.

Trial Examiner Whittemore: Well, I will tell you frankly [918] there is a doubt in my mind as to when it was dictated. The witness doesn't know.

Mr. Livingstone: No. I said I dictated it right after the meeting.

Trial Examiner Whittemore: Yes; but you haven't fixed the date. You admit you don't know when the date was put on.

Mr. Livingstone: The date is in the first paragraph.

Trial Examiner Whittemore: Is it your testimony it was July 26th that you held this meeting?

Mr. Livingstone: Yes. Yes. That is what I said: "on the morning of July 26th this group of employees came in and asked for a meeting which

(Testimony of Raymond S. Livingstone.)

was held in Mr. Dachtler's office on the afternoon of the same day."

I dictated that.

Trial Examiner Whittemore: I will have to admit I didn't read that text carefully. You don't know when the ink date was put at the top?

Mr. Livingstone: No. I think that is what Mr. Moore was referring to, the ink date. I said I didn't know when that was put on. But the day it was dictated is right in that first paragraph.

Trial Examiner Whittemore: I am satisfied to this extent, then, to state that it is a question of the weight to be given to the different testimony. Some of your own witnesses, some of Mr. Baldwin's witnesses, and some of the [919] Board's witnesses, all the witnesses up to this point have agreed on the 27th, according to my recollection. I am not going to state at the present time exactly what my finding is going to be. It is possible that there was a typographical error, and the reporter just asked me if it wasn't Tuesday. She was pretty sure it was Tuesday; and I know I have lost track of days of the week, and it is conceivable Mr. Livingstone was in error as to the exact date.

I say, I am not going to tell you now what the finding is going to be. I want to go over all the testimony of the witnesses. But there is a doubt in my mind as to the date of this meeting, at the present time. I am willing to take Mr. Livingstone's word, so far as his present recollection is concerned, that it was on the 26th. But I am not

(Testimony of Raymond S. Livingstone.)

going to assure you I am going to make a finding that it was on July 26th.

I don't think I can state it much more fairly than that, Mr. Watkins.

Mr. Watkins: Well, I do want permission—go ahead. We can get that straightened out later.

Trial Examiner Whittemore: All right.

Mr. Moore: I will call Mr. Hailey.

Trial Examiner Whittemore: Mr. Hailey has already been sworn. Take the stand, please. [920]

RAYMOND D. HAILEY

resumed the stand, and testified as follows:

Direct Examination

By Mr. Moore:

Q. Will you state your full name, please.

A. Raymond D. Hailey.

Q. Are you employed by Thompson Products, Inc., at Bell California? A. I am.

Q. How long have you been so employed?

A. Since the 4th of March, 1936. It was then Jadson Motor Parts Company.

Q. What is your position there now?

A. Supervisor.

Q. Pardon me?

A. At the present time it is supervisor.

Q. When did you become supervisor?

A. I think it was in July, the first part.

Q. Of what year? A. Of this year.

(Testimony of Raymond D. Hailey.)

Q. Are you related to someone at the plant?

A. Yes, I am.

Q. Who? A. Roy Long.

Q. What position does he hold?

A. General foreman. [921]

Q. Do you recall the period in 1937 when the Pacific Motor Parts Workers Alliance was being formed? A. Some of it.

Q. Among the employees there.

A. Some of it. I can't recall everything that happened.

Mr. Watkins: Read the answer.

(The answer was read.)

Q. By Mr. Moore) Do you recall the first meeting of employees that was held for the purpose of organizing that Alliance?

A. I remember a meeting, but I don't remember whether it was the first or second.

Q. Was it the first you attended?

A. I don't remember.

Q. Who opened the meeting?

A. I don't remember that either.

Q. Did Mr. Bebb open it?

A. It is possible, but I wouldn't say that he did.

Q. Was Mr. Porter there, Lewis A. Porter?

A. At the meeting I remember he was not there when the meeting started.

Q. What did you do?

A. Some of the fellows wondered where he was,

(Testimony of Raymond D. Hailey.)

why he didn't show up, so I volunteered to go after him.

Q. Did you go after him? [922]

Mr. Watkins: I move the portion of the witness' answer be stricken: "Some of the fellows wondered," and something of that kind, on the ground it is hearsay and not the best evidence.

Trial Examiner Whittemore: Well, if he said "some of the fellows wondered," I will agree it may be stricken. I understood it to be, "Wanted to know." Did they say they wanted to know.

The Witness: Yes.

Trial Examiner Whittemore: Just state what they said.

The Witness: I don't remember a conversation like that such a long time ago, the exact words anybody used.

Trial Examiner Whittemore: State the substance of what they said. How did you happen to go after him?

The Witness: As I said before, they was wondering why he wasn't there.

Trial Examiner Whittemore: What I am getting at is: Did they convey what they were wondering? We all wonder, but we may keep it to ourselves. Did they say anything about it to you?

The Witness: They might say, "Where's Porter? Why isn't Porter here?"

Trial Examiner Whittemore: All right. Now you stated what was said.

(Testimony of Raymond D. Hailey.)

Q. (By Mr. Moore) Did you go over to his house and get him? [923]

A. I went over to his house.

Q. Was he home?

A. Yes, he was on the front porch.

Q. Did he go to the meeting with you?

A. No, he didn't.

Q. What reason did he give for not going?

A. He said the C. I. O. was putting a little pressure on him and he was afraid to go over there.

Q. Why was it wondered whether he was there or not? Why was it you were wondering why he was not there?

A. He had had something to do with organizing an independent union.

Q. He had been active in getting the men together for this organization? A. Yes.

Mr. Moore: That is all.

Mr. Watkins: I have no questions.

Trial Examiner Whittemore: All right. The witness is excused. Thank you.

(Witness excused.)

Mr. Moore: Call Mr. Drake.

EUGENE HARVEY DRAKE,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows: [924]

Direct Examination

By Mr. Moore:

Q. Will you state your full name, please.

A. Eugene Harvey Drake.

Q. During the period of July and August of 1937 where were you employed?

A. I was employed at Thompson—well, Jadson Motor Parts Company, then.

Q. In what capacity were you employed?

A. I was foreman—what date was that?

Q. In July and August of 1937.

A. I was foreman of the forge room at that time.

Mr. Watkins: Read the answer.

(The answer was read.)

Q. (By Mr. Moore) During the approximate period of July and August, 1937, did you meet Mr. Raymond Livingstone?

A. I met Mr. Livingstone. I can't remember the dates, but I presume it was around that time.

Q. Did you attend a dinner in Downey at Uncle Gabriel's? A. Yes.

Q. About when was that, according to your recollection?

A. That was in 1937 sometime; I presume it was, well, in the summer sometime, but I can't recall the date.

(Testimony of Eugene Harvey Drake.)

Q. Who was present at that meeting at Uncle Gabriel's?

A. All that I can recollect was Mr. Livingstone and myself and Victor Kangas and Lyman Hodges and Mr. C. A. Dachtler. [925] I believe that is all I can recollect at this time.

Q. Those people were all supervisory employees?

A. That is right.

Q. Why was that meeting called?

Mr. Watkins: Just a minute. I object to that as calling for a conclusion of the witness.

Trial Examiner Whittemore: I will sustain your objection.

Q. (By Mr. Moore) Were you told why that meeting was going to take place?

A. No, I wasn't told at the time.

Q. Who told you there was going to be a meeting?

A. I can't just remember whether it was Mr. Hodges or Mr. Dachtler. I can't remember now.

Q. Can you recall what was said at the time you were told a meeting would take place?

A. No, I don't recall what was said. I was told there was to be a meeting down at Uncle Gabriel's cabin. I don't recall whether there was mention of what the meeting was about at that time or not.

Q. What was discussed at that dinner?

A. Well, there was——

Mr. Watkins: I object to the form of the question, Mr. Examiner, as calling for a conclusion of

(Testimony of Eugene Harvey Drake.)

the witness, rather than a statement of conversation.

Trial Examiner Whittemore: Well, now, what are you asking [926] for? The subject matter.

Mr. Moore: Yes, that is what I was asking for.

Trial Examiner Whittemore: All right. You may state that.

Q. (By Mr. Moore): What subject was discussed there?

A. Well, I can't recall all the subjects that were discussed, in fact, very few of them, because it has been so long ago, and I haven't been connected with the company for quite some years, ever since 1939, and there was various subjects discussed. The company recently taken over the Jadson, was recently taken over, but Mr. Livingstone came out here, and so far as I know, or presumed, was to get the personnel organized—

Q. Well, now, referring to this meeting, what subjects that you remember were discussed there?

A. Well, I can't remember any definite subjects that were discussed except that at that time there was some discussion of a union, and I think the company stated—or, there was some discussion so far as the company was concerned, that they would prefer employees to have their own union, rather than an outside union. That is about as much as I can remember that was discussed at that meeting.

Q. What was said at that meeting about a company union or an outside union?

A. Beg pardon?

(Testimony of Eugene Harvey Drake.)

Q. What was said at that meeting about a company union or an [927] outside union?

A. I can't recall just what was said at that meeting.

Q. What was the substance of what was said?

Mr. Watkins: I submit, Mr. Examiner, the question has already been asked and answered.

Trial Examiner Whittemore: I don't know; the witness may have—you mean you cannot recall the exact words?

The Witness: The substance of the meeting, as near as I can recall, it is pretty hazy in my mind, the whole thing, because that has been, as I said, quite some time ago. The substance, as near as I can recollect now, was to get together and have this dinner, that is, the boys were invited out to this dinner to meet Mr. Livingstone and formulate, I presume to formulate, a plan of how to carry out the business, and the subject of unionism there, as to which the company would rather have, or which they preferred, was whether an outside organization or their employees own organization, and that's about as much as I can remember of the first meeting. I think it was more or less of a get together to get these boys acquainted with some of the Eastern representatives of Thompson Products.

Q. (By Mr. Moore): Was preference expressed as between an inside and outside union?

Mr. Watkins: I submit, Mr. Examiner, the witness has already answered that question also. [928]

Mr. Moore: If he did I didn't hear it.

(Testimony of Eugene Harvey Drake.)

Trial Examiner Whittemore: I will permit the witness to answer.

The Witness: As near as I can recall now, the company at that meeting said that they would prefer an employees' own organization rather than an outside organization.

Mr. Moore: That is all.

Mr. Watkins: I have no questions.

Trial Examiner Whittemore: You are excused. Thank you.

(Witness excused.)

Mr. Moore: There is one other witness, Mr. Examiner, that I have been trying to get in touch with all day, Mr. Wendell Schooling, attorney. I haven't been able to get a representative to see him. He has been out of his office in court in Long Beach, and I don't believe he will be able to get in here today. I should like to call him. In view of the lateness of the hour, I think perhaps we could adjourn at this time.

Trial Examiner Whittemore: Well, what do you mean? Adjourn until tomorrow?

Mr. Moore: Yes.

Trial Examiner Whittemore: You are aware, aren't you, that I am supposed to start another hearing tomorrow morning?

Mr. Moore: Well, we may have to adjourn until a later date. [929]

Trial Examiner Whittemore: Why didn't you take this up with the Trial Examiner before this?

Up to a half hour ago I supposed we were going to close this afternoon.

Mr. Moore: I didn't know until about 3:00 o'clock that this man was in court today, and would be unable to get away. I have assumed we were going to get through today.

Trial Examiner Whittemore: I am not going to ask Mr. Watkins to hold himself available until you are able to get hold of some witness you don't know can appear. I am not going to ask the reporter, and I am not going to ask the Regional office to postpone another case. It seems to me this is something you should have taken care of before this. Have you consulted with the Regional attorney on this matter?

Mr. Moore: No, not since this morning.

Trial Examiner Whittemore: I suggest you take five minutes recess and that you consult with the Regional attorney and see what arrangements will be made. I think you will understand that I cannot ask Mr. Watkins to hold himself here until Mr. Schooling sometime or other shows up at an open hearing.

Mr. Moore: That wouldn't be fair.

Trial Examiner Whittemore: Mr. Watkins has other affairs, and so has Mr. Baldwin.

Mr. Watkins: You are not going to call Mr. Dachtler?

Mr. Moore: No. [930]

Trial Examiner Whittemore: Why don't you

discuss the matter with Mr. Farmer and then we will reconvene.

(A short recess.)

Trial Examiner Whittemore: Are you ready to go on the record again?

Mr. Watkins: Yes, if the Examiner please.

Trial Examiner Whittemore: All right.

Mr. Watkins: The Board and Respondent are agreeable to the following stipulation:

That if Mr. Wendell W. Schooling were called and testified, he would testify that Mr. Porter did not hire him, but did refer to him the original constitutional committee appointed at the first meeting of employees.

Further, that Porter attended no committee meetings with him. Is that agreeable, Mr. Baldwin?

Mr. Baldwin: Yes.

Trial Examiner Whittemore: All right. Is that stipulation entered into by all parties?

Mr. Moore: So stipulated.

Trial Examiner Whittemore: Thank you very much. It is the understanding, Mr. Moore, this stipulation has been entered into to avoid calling Mr. Schooling.

Mr. Moore: That is correct, yes.

Trial Examiner Whittemore: All right. Now, I wonder if counsel will clear up this matter in the record where there [931] was a very apparent error as to the supervisory capacity of Mr. Porter.

Mr. Watkins: I think we can stipulate to that now.

Mr. Moore: May it be stipulated on Page 251 of the official transcript of this hearing at Line 9, the word "not" may be added after the word "was."

Mr. Watkins: So stipulated.

Mr. Baldwin: All right.

Trial Examiner Whittemore: Is that agreeable, Mr. Baldwin?

Mr. Baldwin: It is; yes, sir.

Trial Examiner Whittemore: It may so so corrected.

I will ask the reporter to make that correction in ink upon each of the transcript copies, and if they are not available, if certain copies have gone forward to Washington, that the correction be made therein in Washington, by the designated clerk, on the face of the record. You have your copy here, have you, Mr. Watkins?

Mr. Watkins: I have some copies, Mr. Examiner.

Trial Examiner Whittemore: Will you take care of that yourself, so far as your copy is concerned?

Mr. Watkins: This correction? Yes.

Trial Examiner Whittemore: Mr. Watkins, one point with which you are concerned, Board's Exhibit 13 and 13-A, these have not yet been received. Board's Exhibit 13 was offered and the ruling reserved; Board's Exhibit 13-A has not been [932] offered. It has been marked at my suggestion. My understanding is there was one more page that has not yet arrived.

Mr. Watkins: That is correct; it is on the way now.

Trial Examiner Whittemore: Do you want to make the offer on Exhibit 13-A?

Mr. Watkins: Yes, coupled with a second page which has an additional sentence on it.

Trial Examiner Whittemore: Have you any objection?

Mr. Moore: No objection.

Trial Examiner Whittemore: All right. Both exhibit 13 and exhibit 13-A are received, and I will ask the reporter to bear in mind that there is one more page on Board's Exhibit 13-A to be received, and if it is not received before the close of the hearing this afternoon, you, Mr. Watkins, will see she gets it at her office and it is bound in the record.

Mr. Watkins: Yes, sir.

(Whereupon, the documents heretofore marked Board's Exhibits 13 and 13-A for identification, were received in evidence.)

RESPONDENT'S EXHIBIT No. 13

7-26-37

Minutes of a meeting held between a group of employees and the Management of the Jadson Motor Products Company. On the morning of July 26, 1937 a group of employees of Jadson Motor Products Company asked for a meeting with the Management which was held in Mr. Dachtler's office in the afternoon of this same day.

This committee stated that they were forming an independent union to represent them in their collective bargaining under the terms of the Wagner Act. The Management stated that under the

terms of the Wagner Act they could not interfere with the formation or administration of any labor organizations or contribute financial support to it. The committee stated that they understood such to be the case but were making their statement because they wanted to confer with the Management during work hours. They also stated what their demands would be in regards to wages, hours and working conditions.

The Management stated that when their organization could show a majority of signatures of employees in the company, they would be in a position to negotiate with them, also that solicitation of members must be done outside of the plant and not during working hours. The committee then stated that when they had a majority of employees in their independent union, they would again ask for a meeting with the Management. The Management replied they would be willing and ready to confer with their representatives at any time.

There being no further business the meeting was adjourned.

RESPONDENT'S EXHIBIT No. 13-A

7-26-37

Minutes of a meeting held between a group of employees and the Management of the Jadson Motor Products Company. On the morning of July 26, 1937 a group of employees of Jadson Motor Products Company asked for a meeting with the Man-

agement which was held in Mr. Dachtler's office in the afternoon of this same day.

This committee stated that they were forming an independent union to represent them in their collective bargaining under the terms of the Wagner Act. The Management stated that under the terms of the Wagner Act they could not interfere with the formation or administration of any labor or-

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The Management stated that when their organization could show a majority of signatures of employees in the company, they would be in a position to negotiate with them, also that solicitation of members must be done outside of the plant and not during working hours. The committee then stated that when they had a majority of employees in their independent union, they would again ask for a meeting with the Management. The Management replied they would be willing and ready to confer with their representatives at any time.

There being no further business the meeting was adjourned.

Trial Examiner Whittemore: I think that takes care of all the documents. Do any counsel know of any documents that are not now received?

Mr. Watkins: There are two things I would like to mention: One is, we do have copies, you see, of 13-A, but they have designations of different exhibits. I don't know how, [933] unless we make other copies of 13-A, we are going to comply with the Board's request.

Trial Examiner Whittemore: That is all right. We will waive that.

Mr. Watkins: The second instance I am a little bit disturbed about is the question of the Examiner's mind about when 13-A was written. If it is possible to do it, or, I would like to ask permission of the Examiner for counsel from the Board and me to get together, if I can locate the stenographer who wrote this up, and have a written stipulation as to what she would testify with respect to that matter.

Trial Examiner Whittemore: Well, I don't know——

Mr. Watkins: I frankly think the document speaks for itself adequately, but there is some question raised by the Examiner.

Trial Examiner Whittemore: I will say this: That in all matters in this record so far in which there has been contradictory evidence, there is a question in the Trial Examiner's mind. His job is to resolve them. I simply told you, in answer to your question, that my main doubt is as to the actual date of this meeting. I am not sure even call-

ing the stenographer would clear that main doubt in my mind.

Mr. Watkins: That is what I was going to ask you: If it would aid in clearing up that doubt.

Trial Examiner Whittemore: It might aid in clarification [934] as to the date that this was dictated.

Mr. Watkins: Yes.

Trial Examiner Whittemore: But I don't know exactly whether it will do any good. It is a matter for you to consider.

Mr. Watkins: Does the Examiner, then, have any objection to our entering into such a stipulation with the Board, assuming we can get together?

Trial Examiner Whittemore: Not at all. Is that satisfactory with Board's counsel?

Mr. Moore: Yes.

Mr. Watkins: Thank you.

Trial Examiner Whittemore: Suppose we take a five minute recess.

(A short recess.)

Trial Examiner Whittemore: The hearing will come to order.

Mr. Watkins: It is my understanding, Mr. Examiner, that the stipulation that we entered into a short time ago with respect to a possible stipulation in the record concerning the testimony of the stenographer who took the dictation of and wrote up Respondent's Exhibit 13-A must be agreed upon by counsel for the Board and counsel for the Respondent within 48 hours. Otherwise, the calling of that witness is being waived. [935]

Trial Examiner Whittemore: By both counsel for the Board and counsel for the Respondent?

Mr. Moore: That is agreeable.

Trial Examiner Whittemore: Very well. In that event I will ask that—is Respondent's Exhibit 15 satisfactory? Respondent's Exhibit 15, we will reserve for the written stipulation, provided it is entered into, and if it is not received by the reporter within 48 hours, it will simply be cancelled. There will be no exhibit.

(Respondent's Exhibit 15 herewith reserved.)

Trial Examiner Whittemore: Are there any motions or anything further counsel wish to bring up at this time?

Mr. Moore: I will move to conform the pleadings to the proof, in the formal matters, such as dates.

Trial Examiner Whittemore: Do you join in that, Mr. Watkins?

Mr. Watkins: Well, that is only as to formal matters?

Trial Examiner Whittemore: That is right.

Mr. Watkins: I have no objection to your granting the motion.

Trial Examiner Whittemore: Why not make it a joint motion? That will cover any points that may appear in your pleadings, which your testimony may have proven otherwise.

Mr. Watkins: I will join in the motion. [936]

Trial Examiner Whittemore: Will you join that, Mr. Moore?

Mr. Moore: Yes.

Trial Examiner Whittemore: Very well; it is a joint motion. Is there any motion you care to make, Mr. Watkins?

Mr. Watkins: No, not at this time.

Trial Examiner Whittemore: Then, as I have told counsel perviously, I would like a brief statement from each as to his position with respect to what he believes has been proven.

Mr. Moore: All right.

Trial Examiner Whittemore: Now, would you like a five minute recess before you begin? Or are you ready now?

Mr. Moore: I would like a few minutes recess.

Trial Examiner Whittemore: All right. We will take a five minute recess. [937]

Trial Examiner Whittemore: I will call the hearing to order.

I suppose some explanation should be made on the record in view of the fact that the record was closed yesterday or ended yesterday.

The Trial Examiner made the statement that the hearing was closed, but since then the Trial Examiner has received information from counsel for both sides that the proposed stipulation was not arrived at and upon receiving that information the Trial Examiner offered counsel for the respondent an opportunity to bring the witness here this afternoon concerning whose testimony the question of the stipulation arose.

Therefore, the Trial Examiner will now formally order the hearing re-opened for the purpose of tak-

ing testimony as the counsel for the respondent feels he should put in in lieu of the proposed stipulation.

Mr. Watkins: Thank you, Mr. Examiner. Mrs. Thorpe.

MRS. BARRETT K. THORPE,

a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

Trial Examiner Whittemore: Before going into this matter, I would like to ask each counsel if the Trial Examiner's statement is satisfactory and covers the matters, at least in brief, and that no counsel has any objection to the re- [947] opening of the hearing.

Mr. Watkins: As far as the respondent is concerned, the Trial Examiner's statements are correct and it is satisfactory. There is no objection.

Trial Examiner Whittemore: Mr. Moore?

Mr. Moore: No objection.

Trial Examiner Whittemore: Mr. Baldwin?

Mr. Baldwin: No objection.

Trial Examiner Whittemore: Very well, it may also appear on the record that all parties are present.

Mr. Watkins: Yes.

Trial Examiner Whittemore: You may proceed.

Direct Examination

Q. (By Mr. Watkins) Did you give your name to the Reporter, Mrs. Thorpe?

(Testimony of Mrs. Barrett K. Thorpe.)

A. Mrs. Barrett K. Thorpe.

Q. What was your name before you were married? A. Grace Evelyn Gillingham.

Q. Have you ever testified in any proceeding of any kind before? A. No, I have not.

Q. You were not married at the time you were working for Jadson or Thompson Products?

A. No.

Q. When were you first employed by Jadson? [948] A. In September 1933.

Q. And when did you leave that company or its successor, Thompson Products?

A. May 30, 1941.

Q. Does your husband work at the Thompson Products at the present time?

A. No, he doesn't.

Q. Directing your attention to a period around July of 1937, Mrs. Thorpe, what were your duties at that time there; what job did you hold?

A. Well, I took care of the switchboard and the stenographic work.

Q. Was there any other regular secretary for the office force besides yourself?

A. No, there wasn't.

Q. Do you remember, Mrs. Thorpe, on or around July of 1937, a group of workmen going into the office of the boss down at Jadson Company?

A. Yes, I do.

Q. Do you remember the particular incident?

A. Well, it made rather an impression on me because there were so many of them.

(Testimony of Mrs. Barrett K. Thorpe.)

Q. How many, roughly,—how many would you say?

A. Oh, about—anywhere between 15 and 20.

Q. Had any other group of that kind had you ever noticed [949] any other group of that kind in the office of the company? A. No, sir.

Q. And did this group come any place near any desk or place where you were working at the time?

A. Well, to get to the office they had to pass right through the office where I sat.

Q. Now, after that group went into the office, did Mr. Livingston call you into his office?

A. Yes, sir.

Q. And did he dictate anything to you after that meeting? A. Yes, he did.

Q. Do you remember generally of his dictating anything to you concerning that meeting?

A. Yes, it was about the meeting.

Q. Mrs. Thorpe, I show you Respondent's Exhibit 13-A and will ask you to examine that and to state if you can, whether or not that was what Mr. Livingston dictated to you at that time?

(Handing exhibit to the witness.)

A. Yes. [950]

Cross Examination

Q. Do you recognize this as your work?

A. Yes.

Q. You typed these two pages, referring to Respondent's Exhibit 13-A?

A. Well, I don't know about that particular

(Testimony of Mrs. Barrett K. Thorpe.)

copy, but I do remember Mr. Livingston dictating that to me. Whether other copies were made afterwards, I don't know. As to recognizing the type I couldn't do that.

Q. I don't mean the type, I just mean the document? A. Oh, yes.

Q. Are you of the opinion that this is the document you typed? A. Yes. [952]

Mr. Watkins: Mrs. Thorpe, when Mr. Livingston called you and dictated the substance of Board's Exhibit 13-A to you, was that on the same day as the group of men who came into the office?

The Witness: Yes.

Mr. Watkins: The group of 15 or 20 that you described? [957]

The Witness: Yes. [958]

BOARD'S EXHIBIT No. 15-A

United States Circuit Court of Appeals
Sixth Circuit

No. 9129

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

THOMPSON PRODUCTS, INC.,
Respondent.

PETITION FOR ENFORCEMENT OF AN OR-
DER OF THE NATIONAL LABOR RELA-
TIONS BOARD.*

Decided August 28, 1942.

Before Simons, Allen and McAllister, Circuit Judges
for the Board: Argued by: Max Johnstone: On
the brief: Messrs. Watts, Gross, Van Arkel, Miss
Weyand, and Mr. Cook.

Simons, Circuit Judge:—The petitioner seeks a
decree enforcing its order of August 1, 1941 [8 LLR
Man. 312, 33 N.L.R.B. 1033], that the respondent
cease and desist from dominating or interfering with
organizations among its employees, withdraw all rec-
ognition of and disestablish the Automotive and Air
Craft Alliance, Inc., and take certain affirmative ac-

*33 N.L.R.B. 1033.

Board's Exhibit No. 15-A—(Continued)

tion. The respondent resists on the ground that the action of the Board was beyond its jurisdiction, barred by previous proceedings, and its ultimate findings and conclusions erroneous because unsupported by evidence. The Alliance intervenes in support of the challenge to the validity of the Board's order.

The respondent is engaged in the manufacture and sale of automobile parts in Cleveland, Ohio, and elsewhere, though the present proceeding involves only its Cleveland plants. In 1934 it cooperated with its employees in the formation of an organization known as "Thompson Products, Inc., Employees Association." This was an unaffiliated labor organization which, it is now conceded, became unlawful upon passage of the National Labor Relations Act [1 LRR Man. 803] because representatives of the employer were upon its governing council, and because its basic law recognized restraints upon action by employer representatives. It was therefore a labor organization dominated by the employer within the meaning of Sec. 8 (2), and the interference and restraint allowed to the employer by its constitution and its contracts with the respondent, invaded rights guaranteed by Sec. 7 and became unfair labor practices within the meaning of Sec. 8 (1).

In March and April of 1937 the United Automobile Workers of America, Local 300, affiliated with the Congress of Industrial Organizations, hereinafter referred to as the Union, became active in an endeavor to organize the respondent's employees. It is

Board's Exhibit No. 15-A—(Continued)

clear upon the record that the respondent was opposed to this activity. In a number of articles appearing in its factory newspaper, "Friendly Forum," between March 26th and April 12th, comment was made derogatory of the Union and commendatory of the Association. These included an open letter in the April 9th issue, addressed to all employees and signed by the Association's employee representatives, which observed that "Recent statements made by an outside organization * * * in an effort to invade our plants prompt the candid opinion, that no organization can secure any concessions from management that the present Association cannot secure, and with less * * * ill will * * *."

On April 12, 1937, the Supreme Court, in a series of decisions upheld the constitutionality of the National Labor Relations Act (*N.L.R.B. v. Jones & Laughlin Steel Corp.*, 301 U. S. 1 [1 LLR Man. 703], and companion cases). Shortly thereafter the respondent posted upon its bulletin boards a notice which undertook to summarize the more important provisions of the Act. It called attention to the creation of the Board to decide questions of representation and to rule on alleged unfair labor practices, but declared the Board to be without enforcement powers, and concluded with the following: "It should be understood that this bill has been a law for nearly two years and this company has been observing its terms. Therefore, the supreme court's recent decision causes no change whatsoever in present plant conditions or relationships."

Board's Exhibit No. 15-A—(Continued)

Notwithstanding these assurances there was a feeling among some of the employee representatives in the Association, that their organization was not within the letter and spirit of the Act, and that some changes should be made in its constitution. They advised with Livingstone, respondent's director of personnel, who agreed that there should be revision, and advised that quick action should be taken because of awareness that the law was being violated. Wright, another officer of the respondent, was also consulted. He advised that incorporation was unnecessary, but that the Association might be improved by certain revisions in the constitution. At a meeting in the office of Crawford, respondent's president, it was suggested that revision should deal only with the purpose of the Association and the rules pertaining to eligibility for membership and election and eligibility of representatives, but that provision for presentation of grievances and relationships with management be left to contract. A committee to study and recommend changes in constitution was appointed. Subsequently certain changes were decided upon and later a revised constitution, purporting to conform to the Labor Act, was adopted.

Apparently there was still some doubt as to the validity of the Association. An independent attorney was consulted who suggested the incorporation of an entirely new organization. This advice was followed and the Alliance was born. Its incorporators and officers were, in the main, the employee delegates, representatives and committee chairmen of the older or-

Board's Exhibit No. 15-A—(Continued)

ganization. Immediately there began a solicitation for memberships among employees of the respondent, and on June 20th, at a joint meeting of the committee of representatives and officers of the new organization, it was reported that the membership committee had received 912 applications for membership, and it was voted to notify the respondent of an intent to seek a contract with it. While the organization of the Alliance and solicitation for members was going forward, the Union had likewise been active, but during this period the "Friendly Forum" continued its derogatory comment upon Union activities, while crediting the Association with substantial increase in employees' wages, and publicizing the Alliance campaign for memberships. In its columns was a statement by Arnold, temporary president of the Alliance, to the effect that it was the only sane method of bargaining collectively because the Alliance was not asking employees to pay high monthly dues, and its nominal dues would not go for salary to officers and organizers.

On June 21st a committee of Alliance officers met with respondent's personnel director in the office of respondent's president, exhibited 833 membership cards which were said to represent a majority of the employees, and requested an exclusive bargaining contract. It was arranged that the signatures should be checked, and when this had been completed, the committee was advised, on June 25th, by Livingstone, that the Alliance had a majority of employes, and

Board's Exhibit No. 15-A—(Continued)

that there was no alternative for the company but to grant it exclusive bargaining rights. Between June 25th and 30th the terms of the contract were tentatively agreed upon, and on the latter date, at a meeting in the offices of the attorney for the Alliance, it was voted to accept the contract and authorize its execution. On July 1st, at a meeting of the Joint Council of the Association, it was agreed that since a new union now represented a substantial majority of the employees, the contract between the respondent and the Association should be terminated. At the suggestion of Livingstone, a resolution was drafted as a testimonial to the achievements of the Association, and an agreement likewise was drafted terminating the Association's contract. On July 2nd, the contract between the respondent and the Alliance was signed, recognizing the Alliance as the exclusive representative of the respondent's Cleveland employees for the purposes of collective bargaining. It provided for the creation of a Labor Relations Committee consisting of an equal number of Alliance and management representatives for the purpose of adjusting grievances. In October, 1938, further contracts were made substantially similar.

The respondent does not assail the evidentiary fact findings of the Board. Its grievance is, in the main, directed to the inferences drawn therefrom and to the Board's ultimate conclusions. Before giving consideration to this challenge, however, it becomes necessary to dispose of contentions alleging jurisdiction-

Board's Exhibit No. 15-A—(Continued)

al infirmity and estoppel. The Board's complaint asserted the Union to be a labor organization within the meaning of Sec. 2 (5) of the Act. The respondent answered that it was unable to admit or deny this allegation. This, it now says, put in issue the existence of the Union. Notwithstanding, no evidence was offered to sustain the Board's allegation or its finding in that respect. Inasmuch as the Board has no power to initiate a proceeding on its own motion, but may do so only upon complaint of employees or of a labor organization which includes employees, and since the Board failed to prove existence of the Union, its qualification to file such complaint, or that it was capable of acting as a bargaining representative of the employees, if selected, it is urged that the Board had no jurisdiction and that the whole proceeding must fail.

This respondent, however, has been before the Board and before this court before, upon complaint of the same Union. *N.L.R.B. v. Thompson Products, Inc.*, 97 F 2d [2 LLR Man. 707]. There was no contention then that the complaining organization was not a bona fide Union eligible to bring charges or qualified to function as a bargaining unit if selected by a majority of the respondent's employees. In the opinion in the case we said: "United Automobile Workers of America International Union is a national labor organization with approximately 350,000 members, workers in automobile and automobile accessory plants. In June, 1936, it affiliated with the Committee for Industrial Organization. On April 2,

Board's Exhibit No. 15-A—(Continued)

1937, representatives of the Union circulated handbills inviting all employees of the respondent to attend an open meeting in Cleveland, Ohio, to be held on Sunday, April 4, 1937, and about two hundred attended some of whom were members of an Employees' Association." No complaint was made of this finding. It would be a fantastic exaltation of procedural technicality to ignore facts which judicially we know, or to require proof, upon a mere speculation of unreality, of a condition that for so long has been accepted as established.

The estoppel contention of the respondent is based not only upon the previous proceeding here but upon still another complaint issued by the Board at the instance of the Union on March 8, 1939, subsequent to our decision, and alleging violations of Sec. 8 (1), (3) of the Act. The second proceeding was disposed of in October, 1940, by means of a stipulation of settlement. It is now urged that since the existence of the Association and the organization of the Alliance, together with the latter's recognition as an exclusive bargaining agency capable of contracting with the respondent, and the execution of contracts with it were all circumstances transpiring before the inauguration or during the proceedings upon the previous complaints, known to the complaining Union and the Board, the Board is now barred upon principles of estoppel or by the application of the doctrine of res adjudicata, from considering the charges of the Union or entering the present complaint. The legal question presented is stated thus: "May the same

Board's Exhibit No. 15-A—(Continued)

complaining Union split into three charges, and cause to be made into three cases against an employer over a period of more than three years, evidence which could have been included in either the first or second case, or both?"

Manifestly, good practice and a spirit of fairness dictates the consolidation of all current grievances into a single complaint, and an employer ought not to be harassed by repeated charges of invasion of employee rights during a given period of time. We are, however, obliged to bear in mind that a proceeding under the National Labor Relations Act is not litigation between private parties even though the inquisitorial and corrective powers of the Board may not be invoked without a charge being lodged by individual employees or an employee union. It is a proceedings by a public regulatory body in the public interest. It is neither punitive nor compensatory but preventative and remedial in its nature. *N.L.R.B. v. Piqua Munising Wood Products Co.*, 109 F. 2d 552, 557 [6 LRR Man. 828, 833] (C.C.A. 6); *Consumers Power Co. v. N.L.R.B.*, 113 F. 2nd 38 [6 LRR Man. 849] (C.C.A. 6). As we said of orders of the Board in *N.L.R.B. v. Colten*, 105 F. 2d 179 [4 LRR Man. 638], "they are to implement a public social or economic policy not primarily concerned with private rights and through remedies not only unknown to the common law but often in derogation of it." See also *Agwilines, Inc. v. N.L.R.B.*, 87 F. 2d 146 [1 LRR Man. 277] (C.C.A.

Board's Exhibit No. 15-A—(Continued)

5), where it was said: "The proceeding is not, cannot be made a private one to enforce a private right. It is a public procedure looking only to public ends." It therefore would seem to follow that if the so-called bargaining agency is in any respect brought forth by employer domination or interference, and the contractual relationship with it is a continuing one, the effect is a continuing invasion of employee rights to bargain collectively through agencies of their own choice without interference of any kind by the employer, and the Board is not barred by any principle of estoppel or the doctrine of *res adjudicata* from putting a stop to it.

Prior to the enactment of the National Labor Relations Act and its adjudication as constitutionally valid, the respondent's employee organization, known as the Association, was undoubtedly dominated by the employer. Its representatives were paid by the respondent for time spent in connection with its affairs; its governing body, the Joint Council, was employer controlled and its expenses by it paid. It was not dis-established until after the Alliance war formed. In the period intermediate between the Jones and Laughlin decision, and the formation of the Alliance, the respondent undertook to advise and cooperate with its employees in respect to constitutional changes in the organization of the Association, which, it was hoped, would validate it under the Act. While the Alliance was being formed, the respondent, in its publication, condemned the activities of the outside union, ex-

Board's Exhibit No. 15-A—(Continued)

tollled the activities of the inside organization, and publicized the efforts of the Alliance in its drive for membership. The Board therefore concluded that the manner in which the Alliance was formed, and the support granted to it by the respondent during the period of its formation, indicated the respondent's desire to retain control of its employee representatives, and that since the originators of the Alliance were officers and leading spirits in the Association, they were, in the eyes of employees, representatives of management. It gave weight to the circumstance that the Association was not abandoned until after the Alliance was established, and to the fact that the respondent had previously, in its bulletin board notice, given emphasis to its view that the Labor Act and its validation made no change whatsoever in existing plant conditions or relationships. The Board was therefore of the opinion that the Alliance was successor to the Association, and that the employees had not possessed the freedom to choose their representatives, that is guaranteed to them by the Act.

The respondent and the intervenor insistently urge, however, that the organization of the Alliance proceeded from the initiative and independent will of the employees, was guided by counsel having no connection with the respondent, and that is consistently dealt with the employer at arm's length. They also greatly stress the fact that though 4,000 persons were employed by respondent at its Cleveland plants at the time of the hearing, not a single

Board's Exhibit No. 15-A—(Continued)

employee either in the collective bargaining unit involved, or in the complaining union, testified against the respondent. They insist that there is no evidentiary support for a conclusion that respondent's employees were of the belief that they would win employer approval if they joined the Alliance, or incur displeasure if they refused, though all of them were available as witnesses.

We have been told, in terms beyond the possibility of misunderstanding, and repeatedly, that by the National Labor Relations Act, Congress has entrusted power to draw inferences to the Board and not to the courts. *N.L.R.B. v. Falk Corp.*, 308 U.S. 453, 461 [5 LRR Man. 677, 681]; *N.L.R.B. v. Greyhound Lines, Inc.*, 303 U.S. 261, 271 [2 LRR Man. 599, 603]; *N. L. R. B. v. Newport News Shipbuilding and Dry Dock Co.*, 308 U.S. 241 [5 LRR Man. 665]; *N.L.R.B. v. Link-Belt Co.*, 311 U.S. 584 [7 LRR Man. 297]. In the Falk case, an inference was held to have been drawn justifiably that a company created union could not emancipate itself from habitual subservience to its creator without being completely disestablished, so as to insure that employees would have complete freedom of choice guaranteed by Sec. 7 of the Act. In the Link-Belt case it was held that the Board had a right to believe that the maintenance of a company union down to the date when another internal union was organized was not a mere coincidence, and that this circumstance made credible the finding that complete freedom of choice on the part of employees

Board's Exhibit No. 15-A—(Continued)

was effectively forestalled when there had been a declared hostility to an outside union. In *International Association of Machinists v. N.L.R.B.*, 311 U.S. 72, 78 [7 LRR Man. 282, 285], it was said that "slight suggestions as to the employer's choice between two unions may have a telling effect among men who know the consequences of incurring the employer's displeasure."

Great stress is laid by the respondent on its neutrality between the outside union and the Alliance. We have examined the record with care and find little evidence of it. Certainly, its continued attacks upon the outside union in its publication give little support to its alleged neutrality, and its assertion that the Act required no change in its employer-employee relations is not the proclamation of a neutral attitude.

In our consideration of the decisions above noted, we are forced to the conclusion that the test, whether a challenged organization is employer controlled, is not an objective one but rather subjective, from the standpoint of employees. As was said in the case of *International Association of Machinists v. N.L.R.B.*, *supra*, approved in the *Link-Belt* case, *supra*, "If the employees would have just cause to believe that solicitors professedly for a labor organization were acting for and on behalf of the management, the Board would be justified in concluding that they did not have the completely unhampered freedom of choice which the Act contemplate." Given the circumstances heretofore recited, there is room for such inference. Granted

Board's Exhibit No. 15-A—(Continued)

that employees were not called by the Board as witnesses to support its inference, the way was equally open to the respondent to repel it, and the failure of the one bulks no larger than the silence of the other. It is idle to argue that the acts of the respondent were justified because committed during the earlier days of the operation of the Labor Act and before the great body of law now existing had been developed. As already indicated, a Labor Board proceeding is not punitive but remedial and preventative. The purpose of the Act is to secure the right of free choice to employees in the selection of their bargaining agencies, and so circumstances in mitigation of an employer's labor policy are not appropriate subjects for consideration. The employer must keep his hands off, and completely. This is the doctrine of the adjudications binding upon us. We are of the opinion that the Board's order, insofar as it directs the respondent to cease and desist from dominating or interfering with the administration of the Alliance, and from giving effect to any and all contracts with it, must be enforced.

The order must, however, in some other respects, be modified. It is clear that the original company union, the Association, has long since been disestablished and the respondent's contracts with it abrogated. There is no prospect of a resurrection. It has been pointed out that Sec. 10 (c) was not intended to give the Board power of punishment or retribution for past wrongs or errors. N.L.R.B.

Board's Exhibit No. 15-A—(Continued)

v. Newport News Shipbuilding and Dry Dock Co., supra. As was said in *E. I. duPont de Nemours and Co. v. N.L.R.B.*, 116 F. 2d 388, 401 [7 LRR Man. 411, 422] (C.C.A. 4): "No useful purpose would be served here by 'whipping the corpse.'" Paragraph 1 (a) of the order must be amended by striking therefrom all reference to Thompson Products, Inc., Employees Association.

Paragraph 1 (c) of the Board's order must also be eliminated. It directs the respondent to cease and desist from "In any other manner interfering with, restraining or coercing its employees in the exercise of the right to self-organization." It is not supported by evidence. *N.L.R.B. v. Express Publishing Co.*, 312 U.S. 426, 434 [8 LRR Man. 415, 418]; *N.L.R.B. v. American Rolling Mill Co.*, 126 F. 2d 38, 42 [10 LRR 63] (C.C.A. 6).

We have given no consideration to the contention that the articles in the "Friendly Forum" are protected by the guaranties and immunities of the First Amendment to the Constitution of the United States, *N.L.R.B. v. Ford Motor Co.*, 114 F. 2d 905 [7 LRR Man. 441] (C.C.A. 6), since they are untouched by the Board's order. Insofar as they disclose the attitude of the respondent, they may bear upon restraint, even though no power resides in the Board to limit the respondent's constitutionally protected freedom of expression.

The order will be modified in the respects here indicated, and as modified will be enforced by an appropriate decree.

In the United States Circuit Court of Appeals
For the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

THOMPSON PRODUCTS, INC.

Respondent.

CERTIFICATE OF THE NATIONAL LABOR
RELATIONS BOARD

The National Labor Relations Board, by its Chief of the Order Section, duly authorized by Section 1 of Article VI, Rules and Regulations of the National Labor Relations Board — Series 2, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of a proceeding had before said Board entitled, "In the Matter of Thompson Products, Inc. and United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with Congress of Industrial Organizations," the same being Case No. C-2392 before said Board, such transcript including the pleadings, testimony and evidence upon which the order of the Board in said proceeding was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Stenographic transcript of testimony before Trial Examiner Whittemore for the National La-

bor Relations Board on October 1, 2, 3, 5, 6, 7, and 8, 1942, together with all exhibits introduced in evidence.

(2) Copy of the Intermediate Report of Trial Examiner Whittemore, dated October 28, 1942.

(3) Copy of order transferring case to the Board, dated October 30, 1942.

(4) Copy of respondent's letter, dated November 2, 1942, requesting extension of time to file exceptions and brief.

(5) Copy of letter, dated November 5, 1942, granting all parties extension of time to file exceptions and brief.

(6) Copy of respondent's letter, dated November 12, 1942, requesting oral argument before the Board.

(7) Copy of respondent's exceptions to the Intermediate Report.

(8) Copy of notice of hearing for the purpose of oral argument, dated November 28, 1942.

(9) Copy of appearance sheet, dated December 17, 1942, showing no appearances at oral argument.

(10) Copy of decision and order, dated December 31, 1942, and annexed Intermediate Report, together with affidavit of service and United States Post Office return receipts thereof.

In Testimony Whereof the Chief of the Order Section of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of

Washington, District of Columbia, this 5th day of
March 1943.

[Seal]

JOHN E. LAWYER
Chief, Order Section
National Labor Relations
Board

[Endorsed]: No. 10383. United States Circuit
Court of Appeals for the Ninth Circuit. National
Labor Relations Board, Petitioner, vs. Thompson
Products, Inc., a corporation, Respondent. Tran-
script of Record. Upon Petition for Enforcement of
an Order of the National Labor Relations Board.

Filed March 10, 1943.

PAUL P. O'BRIEN
Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

In the United States Circuit Court of Appeals
For the Ninth Circuit

No. 10383

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

THOMPSON PRODUCTS, INC.,
Respondent.

STATEMENT OF POINTS ON WHICH
PETITIONER INTENDS TO RELY

Comes now the National Labor Relations Board, petitioner in the above proceeding, and, in conformity with the revised rules of this Court heretofore adopted, hereby states the following points as those on which it intends to rely in this proceeding:

1. Upon the undisputed facts, the Act is applicable to respondents and to the employees herein involved.

2. The Board's findings of fact are fully supported by substantial evidence. Upon the facts so found, petitioner has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) and (2) of the Act.

3. The Board's order is wholly valid and proper under the Act.

1330

National Labor Relations Board

Dated at Washington, D. C., this 5th day of
March 1943.

NATIONAL LABOR RELA-
TIONS BOARD

By ERNEST A. GROSS

Associate General Counsel

[Endorsed]: Filed Mar. 10, 1943. Paul P.
O'Brien, Clerk.